

# **REQUEST FOR PROPOSALS**

## **TRANSPORTATION METRICS**

### **TO MEASURE**

### **PETROLEUM REDUCTION**



RFP #600-04-606  
State of California  
California Energy Commission  
March 2005

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- A-3 Technical Evaluation Criteria Worksheet - Petroleum Reduction , Non-Petroleum Fuel Use and Vehicle Efficiency Improvement Audits

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# **I. Introduction**

## **Background**

Pursuant to California Public Resources Code Section 25000.5, it is the policy of the state to exploit all practicable and cost-effective conservation and improvements in the efficiency of energy use and distribution, and to achieve energy security, diversity of supply sources, and competitiveness of transportation energy markets based on the least environmental and economic cost.

Furthermore, in response to the public's concerns about price volatility, supply shortages, and the frequency of refinery outages, the California Legislature passed Assembly Bill 2076 in 2000 (AB 2076, Shelley, Chapter 936, Statutes of 2000). This bill directed the California Energy Commission (Commission) and the California Air Resources Board (CARB) to develop and adopt recommendations for the Governor and the Legislature on a California strategy to reduce petroleum dependence in the transportation sector.

In August of 2003, the Commission and the CARB adopted the following petroleum reduction goals:

- Reduce gasoline and diesel fuel demand to 15 percent below 2003 demand levels by 2020 and maintain that level for the foreseeable future.
- Increase the use of non-petroleum fuels to 20 percent of on-road fuel consumption by 2020 and 30 percent by 2030. To achieve these goals the following steps were recommended:
  1. Use fuel efficient replacement tires, efficient government fleets, and improve vehicle maintenance;
  2. Double vehicle fuel efficiency;
  3. Use gas-to-liquid diesel in place of conventional diesel fuel;
  4. Blend higher rates of ethanol in conventional vehicles;
  5. Expand the use of LNG and CNG in heavy duty vehicle applications;
  6. Use biodiesel in diesel applications;
  7. Use grid connected hybrid vehicles; and
  8. Increase the use of a sustainable, non-petroleum fuel such as hydrogen in fuel cell technology.

## **What is the Purpose of this RFP?**

The purpose of this Request for Proposal (RFP) is to select a contractor or contractors to complete the following tasks or individual task to determine if California is achieving the AB 2076 recommended goals:

- Task 1: Determine and recommend methodology to measure petroleum reduction, non-petroleum fuel use and vehicle efficiency.

## **I. Introduction,** Continued

- Task 2: Conduct survey development and perform survey analysis  
Task 3: Conduct petroleum reduction and non-petroleum fuel use audits.

### **How Is This RFP Organized?**

This RFP is organized into the following five sections:

- |             |  |
|-------------|--|
| Section I   | Provides a summary and administrative overview of the RFP Requirements.                        |
| Section II  | Explains the work to be accomplished, including deliverables and due dates.                    |
| Section III | Explains the format, documents and technical expertise needed to submit a successful proposal. |
| Section IV  | Provides administrative detail, including legal requirements of the RFP.                       |
| Section V   | Explains the evaluation process.   |

### **How Much Funding is Available?**

There is a maximum of up to \$200,000 available for the contract(s) resulting from this RFP. Of this amount, \$50,000 is immediately available, and the remaining balance, \$150,000, may be available from the 2005-2006 fiscal years. A Bidder may bid on each individual task or on all the tasks. Contract award(s) will be made to the responsible Bidder(s) with the lowest total cost from proposals that pass the technical review. This is an hourly rate plus cost reimbursement contract with a ceiling on the total contract amount. The Commission reserves the right to increase or decrease the amount of any contract as needed to meet budget program requirements.

Funding for this RFP comes from fiscal years 2004-2005, and 2005-2006, and is subject to appropriations from the Governor's 2004-2005 and 2005-2006 fiscal year budget. Of the remaining \$150,000 balance, partial funding of \$50,000 from the state and \$100,000 from the federal government is dependent upon acquiring funding. In the event that funds are not available from the federal or California governments, the Commission shall have no further liability with regard to contracts resulting from this RFP.

The Commission reserves the right to reduce the amount of the 2004-2005 and 2005-2006 funding to an amount deemed appropriate in the event the budgeted funds do not provide full funding for Commission contracts. In this event, the Contractor and Commission Contract Manager shall meet and reach agreement on a reduced scope of work commensurate with the level of available funding.

### **What Are the Key Activities and Dates?**

Key activities and times for this RFP are presented below. This is a tentative schedule; please call the Contracts Office to confirm dates.

## **I. Introduction,** Continued

| <b>ACTIVITY</b>  | <b>ACTION DATE</b> |
|--|--------------------|
| RFP Release  | March 4, 2005      |
| Deadline for Written Questions                           | March 17, 2005     |
| Pre-Bid Conference                                       | March 17, 2005     |
| Distribute Questions/Answers and Addenda (if any) to RFP | March 24, 2005     |
| Deadline to Submit Proposals                             | April 18, 2005     |
| Interviews (mandatory)                                   | April 27-28 , 2005 |
| Notice of Proposed Award                                 | May 6, 2005        |
| Commission Business Meeting                              | June 22, 2005      |
| Contract Start Date                                      | June 30, 2005      |
| Contraction Termination Date                             | March 31, 2007     |

### **How Do I Respond to this RFP?**

Responses to this solicitation shall be in the form of a Technical and Cost Proposal according to the format described in Section III. The Technical Proposal shall document the Bidder's experience, qualifications, project organization and approach to perform the tasks described in the Work Statement found in Section II. The Cost Proposal shall detail the Bidder's budget to perform the RFP tasks.

### **How Can I Obtain Further Information?**

A Pre-Bid Conference will be held to answer questions. Please call (916) 654-4392 to confirm the time and date. Bidders are encouraged to attend this informational meeting:

March 17, 2005, 10:30 a.m.  
California Energy Commission  
1516 9<sup>th</sup> Street, Hearing Rm. B  
Sacramento, California 95814

Potential Bidders may ask questions about the requirements of this RFP. Bidders must prepare their questions in writing and send or FAX them to the Contact Person (see Who Do I Contact?). At the option of the Commission, questions may be answered orally at the Pre-Bid Conference. However, all questions will be answered in writing and will be distributed to recipients of this RFP sometime after the Pre-Bid Conference and posted on the Commission's Web Site at [www.energy.ca.gov](http://www.energy.ca.gov). Deadline for written questions is March 17, 2005, by 5:00 p.m.

### **Who Do I Contact?**

Questions or clarifications about this RFP should be directed to:

## **I. Introduction,** Continued

Elizabeth Stone, Contract Officer  
California Energy Commission  
1516 Ninth Street, MS-18  
Sacramento, California 95814  
Telephone: (916) 654-5125  
FAX: (916) 654-4423

This RFP is available through the Commission's Website at:  
[www.energy.ca.gov/contracts](http://www.energy.ca.gov/contracts). Copies may be obtained by writing or calling:

California Energy Commission  
1516 Ninth Street, MS-18  
Sacramento, California 95814  
Telephone: (916) 654-4392  
FAX: (916) 654-4423

### Verbal Communication

Any verbal communication with a Commission employee concerning this RFP is not binding on the State or the Commission and shall not alter a specification, term, or condition of the RFP.

## **What Are My Responsibilities For Submitting A Proposal?**

Bidders are responsible for:

- Carefully reading this entire RFP;
- Asking the appropriate questions in a timely manner;
- Submitting all required responses in a complete manner by the required date and time;
- Making sure that all procedures and requirements of the RFP are followed and appropriately addressed; and
- Carefully reread the entire RFP before submitting a proposal.



## **II. Work Statement and Deliverables**

### **About This Section**

This section describes the contract work statement, including the tasks the winning Bidder(s) (“Contractor(s)”) will be asked to perform under the direction of the Commission Contract Manager.

### **Background**

Pursuant to California Public Resources Code Section 25000.5, it is the policy of the State to exploit all practicable and cost-effective conservation and improvements in the efficiency of energy use and distribution, and to achieve energy security, diversity of supply sources, and competitiveness of transportation energy markets based on the least environmental and economic cost.

Furthermore, in response to the public’s concerns about price volatility, supply shortages, and the frequency of refinery outages, the California Legislature passed Assembly Bill 2076 in 2000 (AB 2076, Shelley, Chapter 936, Statutes of 2000). This bill directed the Commission and the CARB to develop and adopt recommendations for the Governor and the Legislature on a California strategy to reduce petroleum dependence in the transportation sector.

In August of 2003, the Commission and the CARB adopted the following petroleum reduction goals:

- Reduce gasoline and diesel fuel demand to 15 percent below 2003 demand levels by 2020 and maintain that level for the foreseeable future.
- Increase the use of non-petroleum fuels to 20 percent of on-road fuel consumption by 2020 and 30 percent by 2030. To achieve these goals the following steps were recommended:
  1. Use fuel efficient replacement tires, efficient government fleets, and improve vehicle maintenance;
  2. Double vehicle fuel efficiency;
  3. Use gas-to-liquid diesel in place of conventional diesel fuel;
  4. Blend higher rates of ethanol in conventional vehicles;
  5. Expand the use of LNG and CNG in heavy duty vehicle applications;
  6. Use bio-diesel in diesel applications;
  7. Use grid connected hybrid vehicles; and
  8. Increased use of sustainable, non-petroleum fuels such as hydrogen in fuel cell technology.

Every two years, the Commission develops an Energy Report to the Governor and Legislature to identify trends, evaluate issues, and recommend new initiatives. The Energy Report will include

## **II. Work Statement,** Continued

analysis of efforts to fulfill petroleum reduction, an update on petroleum reduction, increased non-petroleum fuel and technology use, and vehicle efficiency improvements.

On October 22, 2004, Commission staff held a Contract Opportunity Workshop with members of industry to explore what experience, background, and capability were required to track the use of non-petroleum fuels and technologies versus the goals set by the Commission and the CARB's recommendations. Input was requested on the types of barriers, the tasks that would address those barriers and the cost for each task.

The following are industry recommendations:

- Procure a contractor to establish a method to measure petroleum use, non-petroleum use, and vehicle efficiency;
- Develop a survey to determine vehicle fleets, fuel suppliers, and stations owners;
- Initiate contact with vehicle fleets, fuel suppliers, and station owners;
- Distribute survey forms and follow-up;
- Assemble completed surveys and perform survey analysis, and
- Conduct audits to verify petroleum reduction and non-petroleum fuel use.

Consequently, Commission staff determined it was necessary to hire one or more contractors to provide technical assistance to address project-specific barriers for petroleum and non-petroleum use and to work with Commission staff in resolving infrastructure project issues. The contract team will include engineering, project construction, and financing specialists.

### **Will Travel be Required?**

Travel will be necessary to complete some of the tasks. Travel expenses incurred will be reimbursed at no more than the State per diem rates for non-represented State employees, and must be included in the Bidder's cost. Receipts for lodging are required and subject to the Commission Contract Manager's approval.

### **General Requirements**

The purpose of this RFP is to select a Contractor or Contractors to determine and develop methods to track petroleum reduction, as well as increased non-petroleum use in California. The following will assist Commission staff in determining whether AB 2076 recommended goals are being achieved by following tasks:

- Task 1: Determine and recommend methodology to measure petroleum reduction, non-petroleum fuel use and vehicle efficiency.
- Task 2: Conduct survey development and perform survey analysis
- Task 3: Conduct petroleum reduction and non-petroleum fuel use audits

## **II. Work Statement, Continued**

The Commission Contract Manager will direct the Contractor(s) and/or subcontractors through Work Authorizations. Depending upon the proposal, the Contractor(s) may manage a subcontractor team capable of undertaking all work assignments identified in this Work Statement. In all cases, the Contractor(s) must establish a contractual relationship with all subcontractors and reimburse all subcontractors for services performed. The technical performance of the subcontractors shall be monitored by the Contractor(s) to the extent required by the Commission's Contract Manager on a case-by-case basis.

### **Contract Management<sup>1</sup>**

The Contractor(s) shall:

- Respond to requests or direction from the Commission's Contract Manager in a timely fashion.
- Manage the completion of all tasks under the Contract as agreed between the Contractor and the Commission's Contract Manager.
- Provide oversight and first-level review of reports and documentation, and comment on the content of products from the contractor team, as requested by the Commission's Contract Manager on a case-by-case basis.
- Develop project schedules and assign work to the contractor team to ensure that tasks are completed efficiently, on schedule, and within the budget as agreed between the Contractor and the Commission project manager in the Work Authorization.
- At the request of the Commission's Contract Manager, the Contractor and subcontractors shall be available for meetings or provide written and/or verbal briefings to the Commission's staff or others. The cost of meetings will be included in each Work Authorization. The cost of meetings requested specifically by the Contractor will be borne solely by the Contractor.

### **Work Authorizations**

This is a "Work Authorization" Contract and no work shall be undertaken unless authorized by the Commission through a specific written document called a Work Authorization. The Contractor(s) and/or subcontractors shall begin task work only after receiving a written Work Authorization to do so by the Commission Contract Manager and will be carefully coordinated with current or available support resources.

The specific task and the degree of effort for each task to be performed by the Contractor(s) or subcontractors will vary from project to project. All project work performed by the contractor team shall be directed by and coordinated with Commission staff as designated by the Commission Contract Manager. The actual cost of a completed, approved Work Authorization shall not exceed the authorized amount. If, in the performance of the work, the Contractor determines that the actual costs will exceed the estimated costs, the Contractor shall immediately notify the Commission Contract Manager.

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<sup>1</sup> In the event proposals are submitted for each task, Contract Management duties are required for each task.

## **II. Work Statement,** Continued

Any expenses incurred by the Contractor that have not been duly authorized by the Commission Contract Manager shall be borne by the Contractor. No amendments to the Work Authorization shall be made for work undertaken without the specific, written approval of the Commission Contract Manager.

Timely response to specific Commission needs on short notice will be characteristic of some tasks. Identified subcontractor management and staff will be required to be available to the Commission Contract Manager within twenty-four (24) hours of initial contact or submission of a Work Authorization to the Contractor.

Each Work Authorization shall include:

- Contract Number, Task Number, and Work Authorization Number (to be assigned by Commission Contract Manager)
- Purpose, objective, or goal to be undertaken
- Description (work statement) of the work to be accomplished
- Schedule and Deliverables (including any significant material to be developed and delivered and due dates for each)
- Identification of the contractor/subcontractor team
- Start/End Dates for the Work Authorization
- Contractor's person hours and billing rates
- Subcontractor Amount (if any)
- Any fees (G&A, ODC, etc.)
- Total cost of the Work Authorization

### **Subcontractors**

In the event subcontractors are part of the contractor's proposal, the Contractor shall manage and coordinate subcontractor activities. The Contractor is responsible for the quality of all subcontractor work and the Commission will assign all work to the Contractor. When new subcontractors are hired or added, the Contractor shall provide the Commission with updated Disabled Veteran Owned Business Enterprise (DVBE) forms.

Any subcontractor whose work within the proposal would be essential to completion of the tasks in the Contract not part of this RFP must be identified as a key subcontractor and identified specifically in the proposal. Unless given specific written permission to the contrary, any change in the assignment of key subcontractors after the award of the Contract may be deemed a breach of the Contract by the Commission and may result in the termination.

The Contractor will work directly with and report to the Commission's Contract Manager on contract status and subcontractor work assignments and progress. Contractor will coordinate subcontractor accessibility to the Commission's Contract Manager.

## **II. Work Statement, Continued**

The Contractor shall require subcontractors to provide invoices that correctly identify expenses charged to each contract task. The Contractor shall also provide subcontractor invoices for invoice payments, showing funds authorized, invoices submitted, and status.

The Contractor shall require subcontractors to copy the Commission's Contract Manager with all final, approved work statement deliverables. All work statement deliverables from the Contractor must be submitted as drafts for review and comment to the Commission Contract Manager.

### **Invoices**

The Contractor shall prepare an invoice for all contract expenses performed. The official invoice is to be submitted to the Commission's Accounting Office. The Commission's Contract Manager will specify the invoice format. All contractor invoices must identify charges by task.

### **Monthly Progress Reports**

The Contractor shall provide monthly progress reports which summarize all contract activities conducted by the Contractor including contract expenditures to date. The progress report is due to the Commission Contract Manager within 15 days after the end of the month and each progress report shall coincide with the invoice period. The Contractor shall submit monthly progress reports to the Commission Contract Manager which describe:

- Monthly progress in each task
- The degree of completion for each task
- Current and cumulative budget expenditure by task
- Cumulative contract expenditures
- Variance from planned expenditure schedule
- Status of deliverables
- DVBE contract expenditures
- Problems, and other information requested by the Commission Contract Manager

The Commission Contract Manager will specify the report format and the number of copies to be submitted. All monthly progress reports will coincide with the invoice period.

### **Final Report and Final Meeting**

The Contractor(s) shall prepare a draft final report that includes Tasks 1 through Task 3. The final report shall be submitted in draft form to the Commission Contract Manager for review and approval. The Contractor shall review recommendations for changes to the report with the Commission Contract Manager and incorporate the agreed-upon changes into the final version of the report. The Contractor shall meet with the Commission to present the findings, conclusions, and recommendations prior to the due date of the final technical report.

## II. Work Statement, Continued

After approval of the final report by the Commission Contract Manager, the Contractor shall deliver, two bound paper copies, and one unbound paper copy of the report to the Commission Contract Manager. The unbound copy shall be single sided and camera ready, with graphics that are readable after photocopying. The Contractor shall deliver an electronic copy (CD ROM) of full study text in Microsoft Word <sup>TM</sup> (version 97).

**Meeting** - Contractor shall meet with the Commission Contract Manager to present the findings, conclusions, and recommendations. Both the final meeting and the Final Report must occur on or before the ending term of this Contract.

1. **Abstracts** - Contractor shall provide a brief (200 words or less) factual abstract of the most significant information contained in the report.
2. **Summary** - The summary shall include a statement of the problem, methods or techniques used to solve the problem, conclusions and any additional follow-up or ongoing recommendations. The summary shall be prepared in language and structure easily understood by members of the public who may have limited technical background.
3. **Format**--Final reports and summaries shall be prepared in the following manner:
  - o Camera-ready originals, in black ink, which include originals of oversize material, and two copies.
  - o Illustrations and graphs sized to 8 1/2 x 11 pages.
  - o Contractor's name shall only appear on the cover and title page as follows:

California Energy Commission  
Project Title  
Contract Number  
By (Contractor)

### Technical Tasks

The selected contractor(s) shall provide consultant services subject to the supervision and direction of the Commission Contract Manager. The scope of work will be identified and defined by the Contract Manager, and all work shall be performed under an approved Work Authorization. The following is the budget for the potential tasks:

| Task  | FY 2004-05 |         | FY 2005-06 |         | Total    |
|---|------------|---------|------------|---------|----------|
|   | State      | Federal | State      | Federal |          |
| 1 Methodology to Measure Petroleum Reduction, Non-petroleum Fuel Use and Vehicle Efficiency | \$50,000   | -0-     | -0-        | -0-     | \$50,000 |
| 2. Survey Development and   |            |         |            |         |          |

## II. Work Statement, Continued

|   |          |     |          |           |           |
|---|----------|-----|----------|-----------|-----------|
| Perform Survey Analysis                                   | -0-      | -0- | \$50,000 | \$50,000  | \$100,000 |
| 3. Petroleum Reduction and Non-petroleum Fuel Use Audits. | -0-      | -0- | -0-      | \$50,000  | \$50,000  |
| <b>TOTALS</b>   | \$50,000 | -0- | \$50,000 | \$100,000 | \$200,000 |

### Task 1 - Determine The Optimum Method To Measure And Track

#### 1.1 Analyze and Evaluate Tracking Methods:

In August of 2003, the Commission and the CARB adopted goals to reduce petroleum use by 15 percent below the 2003 demand levels by 2020, and increase non-petroleum fuel use by 20 percent of on-road fuel consumption by 2020, and 30 percent by 2030. To achieve these goals, Commission staff requires a tracking tool or model that has the ability to track petroleum use, non-petroleum use, and vehicle efficiency measures.

The Contractor shall assist Commission staff by analyzing and evaluating several tracking methods, and make recommendations on the best solution to track petroleum fuels, non-petroleum fuels and technologies, and energy efficiency advances in the California transportation sector. Commission staff will select the final tracking method.

The Contractor shall review available information and perform a comparative analysis of several tracking methods, and make recommendations to Commission staff on the optimum method to track petroleum fuel use, non-petroleum fuel and technology use, and vehicle efficiency improvements.

For this task, \$50,000 from the Energy Resources Program Account (ERPA) has been allocated in the FY2004-05 budget. To complete this task the contractor shall perform the following functions:

#### 1.2 Develop Methodology:

With assistance from the Commission, the Contractor shall use available data from surveys conducted by governmental agencies (California Department of Motor Vehicles and Board of Equalization, and other state and federal sources), industry partners, laboratories, and universities in developing a methodology or tool for tracking petroleum and non-petroleum fuel use.

#### 1.3 Evaluate Available Databases, Models and/or Calculation Methods:

The Contractor shall develop criteria to perform a comparative analysis and may consider sampling surveys and macro-models to determine non-petroleum fuel use and vehicle efficiency improvements. At a minimum, the comparative analysis shall include the following:

## **II. Work Statement,** Continued

- 1) A method to quantify the use of non-petroleum fuels and technologies, and fuel efficiency improvements in the California transportation sector.
- 2) A universal method to compare all fuels, technologies and vehicle efficiency actions on equal petroleum reduction units.
- 3) A method to utilize a variety of data at various levels of detail from numerous sources.
- 4) Evaluation factors such as:
  - Cost;
  - Level of accuracy;
  - Data requirements;
  - Ease of use, and
  - Long term validity.

### **1.4 Recommend Methodology:**

The Contractor shall define in detail the recommended methodology to measure petroleum reduction attributed to non-petroleum fuels and technology, and vehicle efficiency improvements. The Contractor shall include a comparative table for the different methodology, summarizing the optional methodologies considered.

## **Task 2 – Survey Development, Distribution and Analysis**

In order to assist in achieving the state's AB 2076 goals, the transportation sector needs to provide information such as vehicle types, fuels, and the private and public sectors' petroleum reduction plan. The Contractor shall conduct surveys to gather and analyze petroleum use, non-petroleum fuel, and technology use, as well as current vehicle efficiency measures.

To fund this task, \$50,000 from the ERPA will be proposed in FY 2005-06. An additional \$50,000 from federal sources is anticipated in FY 2005-06 to supplement the contractor task.

### **2.1 Survey Audience/Candidates and Contacts:**

The Contractor shall determine the survey audience and select the contact personnel for each audience. The survey audience shall include but not be limited to those listed in part 2.2.

### **2.2 Survey Development:**

The Contractor shall develop surveys, utilizing sampling survey models to determine petroleum reduction and non-petroleum fuel use in California for the following industries/entities. The survey shall include, but shall not be limited to the seven categories listed below:



## **II. Work Statement,** Continued

- Vehicle fleets including hybrids (light, medium, and heavy duty engines)
- Petroleum and non-petroleum fuel suppliers
- Refiners, blenders, and station owners
- Equipment manufacturers
- Tire suppliers
- Off-road vehicles and technologies
- Rail, aviation, and other transportation mode industries

For the purposes of these surveys the following fuel technologies shall be considered:

- Natural gas used in gasoline and diesel-like engines
- Ethanol
- Liquefied petroleum gas (LPG)
- Gas-to-liquid diesel
- Biodiesel
- Electricity
- Hydrogen
- Efficiency Improvements

The Contractor shall establish a method to attribute petroleum reduction progress to specific actions and compare them to the Commission and CARB forecasted reductions.

### **2.3 Survey Distribution:**

The Contractor shall coordinate with Commission staff to organize the surveys and recruit survey candidates.

### **2.4 Survey Analysis:**

The Contractor shall assemble the survey information and analyze the results. The Contractor shall establish a method to attribute petroleum reduction progress to specific actions and compare actual reductions to forecasted reductions.

## **Task 3 – Petroleum Reduction and Non-Petroleum Fuel Use Audits**

After the petroleum reduction and non-petroleum fuel and technology surveys are completed and analyzed, the Contractor shall verify their results.

To fund this task, \$50,000 is anticipated from federal sources in FY 2005-06.

## II. Work Statement, Continued

### 3.1 Conduct Audits:

- The Contractor shall conduct audits to verify petroleum reductions and market growth in non-petroleum fuels and technologies. The Contractor shall provide audit form samples.

### 3.2 Evaluate Options:

- The Contractor shall evaluate options to obtain data on an ongoing basis to verify petroleum achievements. The evaluation shall include an analysis of various options such as conducting surveys, using the California smog-check process, and exploring onboard instrumentation to record data.

### 3.3 Prepare Comprehensive Final Report:

- The Contractor shall prepare a comprehensive final report of findings and clarify the results. If the actual non petroleum fuel use is below the forecasted fuel use, the Contractor shall determine what steps need to be taken to meet petroleum reduction goals.

### DELIVERABLES AND DUE DATES

| Task Area | Description  | Due Date      |
|-----------|--|---------------|
| 1.1 – 1.3 | Report recommending the optimum tracking method or tool for petroleum, non-petroleum fuel use, and vehicle efficiency measures.      | December 2005 |
| 1.4       | Contract Management  |               |
| 2.1:      | Report detailing the survey audience and contacts.   | April 2006    |
| 2.2:      | Report detailing survey development including models used, and industries and technologies considered.                               | April 2006    |
| 2.3       | Copy of the survey distributed.  | May 2006      |
| 2.4       | Report detailing survey results, analysis and recommendations.   | August 2006   |
| 2.5       | Contract Management  |               |
| 3.1       | Report on audits, entities audited. Also provide audit form samples.   | February 2007 |
| 3.2 – 3.3 | Final report detailing all phases of the audit functions, verification of survey results and recommendations based on those results. | April 2007    |
| 3.4       | Contract Management  |               |

## **III. Proposal Format and Required Documents**

### **About This Section**

This section contains the detailed technical and mandatory Proposal format requirements. The format is prescribed to enable the State to evaluate each proposal uniformly and fairly. Format instructions must be adhered to, all requirements and questions in the RFP must be responded to, and all requested data must be supplied.

### **How Many Copies Of My Proposal Do I Submit?**

Mail or deliver an original Proposal and seven (7) copies to the address given in Section IV. Bidders must submit the technical qualifications and cost proposals in two separately sealed envelopes labeled Volume 1, Technical Proposal and Volume 2, Cost Proposal, for Request for Proposal #600-04-606. Bidders must also submit an electronic version of the technical and cost proposals in a format compatible with Microsoft Word.

### **What Is The Required Format?**

#### **Volume 1**

The following topics constitute the mandatory order of presentation for a Proposal. Two-sided copying is preferred:

#### **Section 1—Administrative Response**

1. Cover Letter
2. Table of Contents
3. Required Administrative Forms
4. Contractor Status Form
5. Small Business Preference Certification letter (if applicable)
6. Completed Disabled Veteran Business Enterprise forms
7. Certification Clauses Package

#### **Section 2—Technical Response**

1. Summary of Approach to Tasks in Work Statement
2. Team Qualifications and Relationships
3. Team Member Experience and Capabilities
4. Team Organizational Chart
5. Prime Contractor Experience
6. Personnel Experience and Qualifications (including resumes)
7. Previous Work Products
8. References

### **III. Proposal Format and Required Documents, Continued**

#### 9. Answers to Hypothetical Questions

#### **Volume 2 – Cost (Sealed Separately)**

1. Cost Summary Letter
2. General Requirements
3. Exhibit B-1, Contract Task Budget Summary
4. Exhibit B-2, Schedule of Deliverables and Due Dates
5. Exhibit B-3, Contractor Fee Calculation
6. Exhibit B-4, Rates
7. Exhibit B-5, Travel, Equipment, Materials, and Misc. List

### **Volume 1 – Section 1, Administrative Response**

#### **Cover Letter**

Each Bidder shall submit a cover letter on company letterhead that includes:

- A reference to: “REQUEST FOR PROPOSAL, No. 600-04-606”;
- Summary of the Bidder’s ability to perform the services described in the Work Statement; and,
- Statement that the Bidder is willing to perform those services and enter into a contract with the State.

The cover letter must be signed by a person having the authority to commit the Bidder to a contract. If the Bidder claims a Small Business Preference, a statement to that effect shall also be included in the cover letter.

#### **Table Of Contents**

Each Proposal must include a Table of Contents, organized in the order cited above and include corresponding page numbers.

#### **Required Administrative Forms**

Every Bidder must complete and include the following forms with their proposal:

- Contractor Status Form, Attachment 1
- Small Business/Disabled Veteran Business Enterprise Application

### **III. Proposal Format and Required Documents, Continued**

When claiming a small-business preference, the Bidder may include a copy of the approved certification letter or application for certification. Government Code Section 14835, et seq., requires that a five-percent preference be given to Bidders who qualify as a small business. See Attachment 2.1 for instructions.

- Disabled Veteran Business Enterprise (DVBE) forms in Attachments 2.2. (Bidders who are government entities are exempt from this requirement).
- Contractor Certification Clauses, Attachment 3

## **Volume 1 – Section 2, Technical Response**

Volume 1, Section 2, shall summarize the Bidder's overall approach in completing the tasks outlined in the Work Statement, highlighting any outstanding features and qualifications relevant to performing the required work.

The information in this Section will be used to evaluate your company's approach to the Work Statement. When requested, identify the specific technical staff, the word processing technicians, and the administrative staff who will be directly involved in a contract management task. Exclude anyone whose responsibilities are minimally or indirectly associated with the contract, e.g., the receptionist, the mail room clerk or the security guard.

### **Summary of Approach to Work Statement tasks**

Describe the Bidder's approach to providing services listed in the Work Statement, highlighting any outstanding features, qualifications and experience relevant to performing the duties described in the Work Statement.

### **Team Qualifications and Relationships**

Identify and describe the prime contractor (organization/company) and briefly describe each organization on the team, including subcontractors (DVBEs, if applicable), highlighting any special expertise that will be utilized in achieving the project objectives outlined in the Work Statement. Describe the strengths of your organization including accomplishments and past outreach efforts relevant to this project.

### **Team Member Experience and Capabilities**

Describe all technical and professional staff members that will be assigned to this project. Clearly define which team members will work on each task area outlined in the Work Statement. Indicate how all team members are qualified to perform the proposed work, showing previous relevant work. Provide the title or classification of each significant team member as it applies to this project, and specify his/her roles and functions that will be utilized for this project. Provide resumes for each team member who will be working on this project including current job classification, education, professional experience, and areas of responsibility in each member's

### III. Proposal Format and Required Documents, Continued

organization. List the availability of each individual by person hours and percentage of time that person will be assigned to each task.

Give examples of each company's experience in performing work within the past 48 months in each of the task areas listed in response to the paragraph above. Explain the relevance of this prior work to the Work Statement and the proposed contract.

Describe how your team's expertise will be used to provide the technical support **for the** work described in this RFP highlighting any special expertise that will be utilized in achieving the project objectives outlined in the Work Statement.

Identify the individual who will oversee and manage the proposed project. State how the project manager has demonstrated capabilities to manage the work proposed, providing at least one example of a similar project managed by that individual.

#### Team Organizational Chart

Provide an organizational chart that shows the Prime Contractor and the members of the contractor team and the relationships within each firm/company (including subcontractor and DVBE companies). Identify the primary persons responsible for the interface between the Prime Contractor and the Commission, and between each proposed subcontractor and the Prime Contractor. Explain the relationship of each **technical staff** to the organization of the rest of your company. Describe reliability, continuity, professional awards, location of the Bidder, and sub-contractors, including DVBE's.

Include type of organization, composition, functions to be performed by employees of the Bidder, subcontractors or DVBE's and how they pertain to this contract.

Most of the work will involve coordination with the Commission's Sacramento Office. Describe where your company staff and each subcontractor's staff will be headquartered. Describe how you propose to minimize costs to the State while providing technical work under this contract.

#### Contractor Experience

Describe the Contractor's experience as a lead, general or prime within the past 48 months and explain why your firm is qualified to perform the duties of a prime Contractor as outlined in the Work Statement.

Identify the individual who will oversee and manage the proposed project. Explain how the project manager has demonstrated capabilities to manage the work proposed, providing at least one example of a similar project managed by that individual.

### **III. Proposal Format and Required Documents, Continued**

#### **Timeliness**

Bidders shall describe their ability to support contract requirements in a timely manner. This includes showing how the Contractor will ensure efficient and timely completion of work tasks. All work-related costs and delays to be incurred by company offices outside of California must be identified. If more than one California office will be involved in any aspect of this contract, those office and staff resources must be identified. If work is to be performed by offices outside of California, explain its impact on administrative and total project cost and timeliness.

Unless it is clearly demonstrated to have no adverse effect on the cost to the state in terms of efficiency or additional expense, work incurred outside of California will result in a lower score for this category. Also describe the Contractor's experience in developing cost effective methods for handling contract management assignments (i.e., how the task assignment and follow-up processes can be streamlined to allow for more efficient and expeditious handling of all work undertaken through this contract).

#### **Personnel Experience and Qualifications**

Describe all technical and professional staff members that will be assigned to this project. Clearly define which personnel will work on each task area outlined in the Work Statement and how all personnel are qualified to perform the proposed work, showing previous relevant work.

Provide the title or classification of each significant personnel member as it applies to this project, and specify his/her roles and functions that will be utilized for this project. Provide resumes for each personnel member who will be working on this project including current job classification, education, professional experience, and areas of responsibility in each member's organization. List the availability of each individual by person hours and percentage of time that person will be assigned to each task.

#### **Previous Work Products**

Describe and provide at least one example of a similar study that demonstrates successfully completed relevant work by your organization or team that includes:

- Study objectives.
- How the target markets were identified and characterized.
- How testing was developed, tested and refined.
- Marketing strategies and creative approaches.
- How the study was implemented.
- How the effectiveness of the study was evaluated.

### **III. Proposal Format and Required Documents, Continued**

#### **References**

Bidders must provide a list of at least four (4) clients or employers who have received similar services from the Bidder or the Bidder's personnel or subcontractors, during the last three (3) years by completing Attachment 4, "Customer References". Such services should be of comparable complexity to the services requested in this RFP. Complete one customer reference form for each company.

All references must include the name and telephone number of a contact person with the contacting organization. These individuals, as well as others, may be contacted by the Commission when reviewing the submitted proposals. Final evaluations filed with the State on Bidder's past contract performance may be reviewed; therefore, the Bidder may wish to discuss any disagreements he/she has with those evaluations.

#### **Hypothetical Questions**

Each Bidder may apply for each individual task or the entire RFP. If the Bidder decides to apply for only one task, the Bidder is only required to respond to the hypothetical for that individual task. If the Bidder decides to apply for more than one task or the entire RFP, the Bidder will be required to respond to the hypothetical for all of the tasks that the Bidder applies for.

##### **Task 1**

After you have determined the best method to measure and track petroleum reduction and non-petroleum use, you have learned that a university has another tracking system that did not come into your analysis. How would you use this information into your analysis?

##### **Task 2**

You are in the process of analyzing a survey of 150 petroleum, and non-petroleum participants, and you recognize there is a low response. What is the minimum response needed to assure a statistically valid number of survey results, and what steps would you take to assure this minimum, or better, response? What measures would you take to avoid double counting of reported volumes?

##### **Task 3**

You have just completed an audit for petroleum reduction and there appears to be a large gap between the forecasted petroleum displacement and actual displacement. How would you determine the cause for the displacement shortfall and what additional options would you recommend for meeting long-term displacement goals that were adopted by the Commission and ARB?



### **III. Proposal Format and Required Documents, Continued**

## **Volume 2–Cost**

### **Cost Summary Letter**

The RFP response shall state the Bidder's costs for carrying out the project as outlined during the period of the contract. The costs must be displayed using a cost cover letter on the organization's letterhead.

### **General Requirements**

The Contractor must submit information on all the Exhibit B Budget forms and will be deemed the equivalent of a formal bid submission under the Public Contract Code. Rates and personnel shown must reflect rates and personnel you would charge if you were chosen as the contractor for this RFP.

The total cost for each task shall include all costs and expenses incurred by the contractor and subcontractors, if any. There will be no additional payments of any kind. In order to show how Bidders calculated task cost, Bidders must provide a detailed budget for each task listed in Exhibits B-1 through B-5 for this project, so the Commission can evaluate reasonableness of task budget.

Provide a detailed budget for each task and product for this project. Describe how you will minimize travel costs (if located out of Sacramento region). Provide the total cost of the project, with a breakdown showing how the cost was determined and method of payment. Dedicated word processing and other clerical support hours to be provided by clerical staff must be shown separately from hours calculated for project management, research, and other professional work.

The Contractor shall be reimbursed for each task in the work statement in accordance with the provisions of the contract budget. Costs must be incurred within the term of the contract. The Commission will accept a federal government audit of general and administrative, overhead, and labor rates. Proof must be provided in the proposal to support your rates. When preparing these forms, be sure to take into consideration the length of the project and take into account increases in salaries and wages, general and administrative, overhead, etc.

The rates quoted in the Cost Proposal will become a part of the final contract and will not be changed during the term of the contract. The entire term of the contract and projected rate increases must be considered when preparing the budget. The hourly rates bid are considered capped and shall not change during the term of the contract.

Bidders should note that in addition to names and hourly rates presented in the Cost Proposal, the technical qualifications must contain the resumes of all individuals working on projects. Individual names, corresponding hourly rates, and proposed hours will be struck from the cost Proposal for resumes missing in the technical qualifications.

### **III. Proposal Format and Required Documents, Continued**

The following is a list of items that must be included in your project cost:

- Bidder's Direct Labor - List name, classification, and rate per hour and number of hours by task.
- Subcontractors/Consultants – Name, Technical Specialty, rate per hour/day, and number of hours/day by task.
- Travel and per diem - Identify destinations, number of trips, and cost per trip. Travel expenses incurred will be reimbursed at no more than the State per diem rates for non-represented State employees, and must be included in the Bidder's cost. Receipts for lodging are required and subject to the Commission Contract Manager's approval.
- Supplies/Equipment costs specifying equipment to be bought and the disposition of equipment at the end of the contract.
- Information Technology - Cost for machine time – such as cost of computer use (batch mode or time-share) and data entry. Unallowable Costs: expenditures for computers, computer equipment – purchased or leased, software – purchased or leased, and application-development services.
- Fringe benefit costs citing actual benefits or a percentage of personal services cost.
- Overhead Rate - List basis of application and all items charged in overhead.
- General and Administrative - List basis of application.
- Fee (not allowed on subcontractors invoices).
- Identify any Disabled Veteran Business Enterprise by task and dollar amount.
- Other specific breakdown required.

#### **Contract Task Budget Summary, B-1**

These are the total project costs by task, and will be used in the final contract.

#### **Schedule of Deliverables and Due Dates, B-2**

For each task, insert the planned start and completion dates. Programs awarded under this RFP are currently planned to start no earlier than July 1, 2005. Thus, pick a start date of July 1 or later, and fill in the remaining dates, accordingly.

#### **Calculation of Fringe Benefits, Overhead, General Administrative Expenses, and Profit Rates, B-3**

Using Exhibit B-3, provide overhead, G&A and profit rates (%). Different types of overhead (e.g., direct overhead and indirect overhead) may be combined in a single column if they are applied to the same items. Profit cannot exceed 10%. Change the column headings, if appropriate, to match your chart of accounts.

List items you include in each category (Fringe Benefits, Overhead, and G&A).

### **III. Proposal Format and Required Documents, Continued**

Show the formulas you use to calculate billable charges for the columns listed in the detailed Budget sheets. The Contractor may not apply profit to subcontractor invoices, nor may subcontractors apply profit to sub-subcontractor invoices.

#### **Direct Labor by Task, B-4**

In the first column, "Names/Job Classification - Title," list the names of people who will be conducting the work under this Contract. If the names are not known, then list the job classification or title (e.g., Graduate Student).

Insert the amount of Commission funds budgeted per task for each of the Names/Job Classifications listed.

#### **Travel, Equipment List, Materials List, and Miscellaneous Expenditures, B-5**

The Contractor and all Subcontractors must provide details of "Travel," "Equipment," "Materials," and "Miscellaneous," listed in Exhibit B-6. Task numbers must be entered for all items on each table. Include any meetings, and the final meeting. Also include any other trips that you can identify. Any trips not identified here will need prior written approval by the Commission Contract Manager. Along with the purpose, include the destination, person or people taking the trip, and the amount for each trip.

#### **Equipment**

List equipment that may be purchased partly or in full with Commission funds. Include the name, a description, the purpose and the amount of each piece of equipment. Anything that costs more than \$5,000 and has a useful life of more than one (1) year is considered equipment. If possible, funds other than those from the Commission should be used to purchase equipment. Equipment purchased partly or fully with Commission funds will be listed on a UCC.1 form that will be filled out by a Commission Contracts Office prior to the start of the Contract.

#### **Contract Payments**

The Bidder is required to provide, as part of the proposal response, Exhibit B-1 through B-5 specifying the tasks and deliverables upon which payments will be based. The Bidder must describe in the tasks to be performed, the associated deliverables that will be provided, and the cost for each task. The tasks and deliverables must correspond to the Project Tasks and Deliverables required under the Work Statement.

In consideration for the contract work, the Commission may make payments on the following conditions:

### **III. Proposal Format and Required Documents,** Continued

1. No payment in advance of services rendered, and not more frequently than one payment a month.
2. Receipt of a deliverable and progress report.
3. Approval of the deliverable or progress report by the Commission Contract Manager.

## **IV. Administrative Requirements**

### **What Is An RFP?**

The competitive method used for this procurement of services is a Request for Proposal (RFP). A Proposal submitted in response to this RFP will be scored and ranked based on the criteria in Exhibit A. Every Technical Proposal must establish in writing the Bidder's ability to perform the RFP tasks listed in the Work Statement. The Commission will contract with the Bidder who satisfies the administrative requirements, and technical criteria.

### **How Are Key Words Defined?**

Important definitions for this RFP are presented below:

| Word/Term  | Definition   |
|------------|--|
| State      | State of California                                      |
| DGS        | Department of General Services                           |
| Commission | California Energy Commission                             |
| RFP        | Request for Proposal, this entire document               |
| Proposal   | Formal written response to this document from contractor |
| Bidder     | Respondent to this RFP                                   |

### **Contractor Definition**

The Contractor is defined as the firm that receives the contract for specific tasks from the Commission as a result of this RFP and shall be referred to as the "Contractor" in this RFP. The Contractor has primary and legal responsibility for all of the work within the Work Statement, is an expert in all of the management and administration areas, may be an expert in one or more of the task areas, and manages the work of the entire contract team.

### **Subcontractor Definition**

A subcontractor is defined as a firm or individual expert or consultant with financial/technical expertise to supplement the Contractor's expertise. The Contractor in conjunction with the subcontractor team is referred to as the contractor team. The Commission reserves the right to use some or all of the subcontractors belonging to the Contractor team, and to remove, approve and/or designate additional subcontractors during the contract term.

### **When Is The Deadline For Questions About This RFP?**

Potential Bidders may ask questions about the requirements of this RFP. Bidders must prepare their questions in writing and send or FAX them to the Contact Person. Questions will be

## **IV. Administrative Requirements, Continued**

answered in writing and distributed to recipients of the RFP. The deadline for written questions is March 17, 2005.

### **What Is The Deadline For Submitting Proposals?**

All copies of your proposal must be delivered to the Commission Contract Office by April 18, 2005, 5:00 p.m.

#### **NOTE**

In accordance with Public Contract Code 10344, the Commission will not accept late Proposals (delivered after 5:00 p.m.). There are no exceptions to this law.

### **How Do I Deliver My Proposal?**

**A Bidder may deliver a Proposal by:**

- U. S. Mail;
- In person; or
- Messenger service.

All Proposals must be delivered to the Commission's Contracts Office by 5:00 p.m. on April 18, 2005. If a Bidder chooses either of the last two methods, delivery of all copies prior to 5:00 p.m. on April 18, 2005, must be made during normal business hours of 8:00 a.m. – 5:00 p.m., Monday through Friday. E-mail and facsimile (FAX) transmissions WILL NOT be accepted in whole or in part under any circumstances.

### **Where Do I Deliver My Proposal?**

California Energy Commission  
1516 Ninth Street, 1<sup>st</sup> Floor  
Contracts Office, MS-18  
Sacramento, California 95814

### **How Many Copies Do I Submit?**

Mail or deliver an original Proposal and eight (8) copies to the address given above. Bidders must submit the technical and cost proposals in two separately sealed envelopes labeled Volume 1, Technical Proposal and Volume 2, Cost for Request for Proposal #600-04-606. Bidders must also submit an electronic version of the technical and cost proposals in a format compatible with Microsoft Word.

## **IV. Administrative Requirements, Continued**

### **Are There Important Administrative Details I Should Know?**

#### Bidders' Cost

The Bidder is responsible for the cost of developing a proposal, and this cost cannot be charged to the State.

#### Drug-Free Workplace

The successful Bidder(s), by signing the final contract, certifies compliance with California Government Code Section 8350 et seq., which relates to providing a drug-free workplace.

#### Americans With Disabilities Act

The successful Bidder(s), by signing the final contract, certifies compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

#### Recycled Paper and Products

The successful Bidder(s) shall certify in writing the minimum, if not exact, percentage of recycled content of paper used in the performance of the contract, regardless of whether the product meets the required recycled product percentage defined in Section 12161 and 12200. The successful Bidder(s) may certify that the product contains zero recycled content. (PCC § 10308.5).

### **Is Disabled Veteran Business Enterprises (DVBE) Compliance Required?**

Yes. A Short Explanation of the DVBE Process – If you are a non-governmental entity, you must have either three percent DVBE participation *or* you must demonstrate a good faith effort to obtain DVBE participation. It is important that you thoroughly read the instructions provided on DVBE Form 3. The DVBE compliance process is as follows:

Option A – Commitment to full DVBE Participation – For a Bidder who is a DVBE or who is able to meet the commitment to use identified DVBE(s) to fulfill the full DVBE participation goal.

Option B – Good Faith Effort – For a Bidder documenting its completed effort, made prior to the Bid due date, to obtain DVBE participation that may result in partial or no DVBE participation.

Bidders must provide, prior to contract award, for each DVBE subcontractor, a written Contract signed by the Bidder and proposed DVBE subcontractor(s). The written Contract will include:

## **IV. Administrative Requirements, Continued**

- DVBE Scope of Work
- Term of intended subcontract with DVBE
- Rate and conditions of payment
- Total amount of contract to be paid to the DVBE

### **What Is The Requirement for “Commercially Useful Function” for Certified Small Business, Micro business or DVBE?**

A certified small business or micro business, or certified DVBE shall provide goods or services that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

A certified small business, micro business or DVBE is deemed to perform a commercially useful function if it does all of the following:

1. Is responsible for the execution of a distinct element of the work of the contract.
2. Carries out its obligation by actually performing, managing, or supervising the work involved.
3. Performs work that is normal for its business services and functions.
4. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of small business, micro business or DVBE participation.

### **Will the Small/ Micro Business Preference be Applied?**

Yes. Each Bidder who is a State certified small/micro business will receive a cost preference of five percent of the lowest cost or price offered by the lowest responsible Bidder who is not a certified small/micro business, by deducting this five percent from the small/micro business Bidder's cost, for the purpose of comparing costs for all Bidders.

### **Non-Small Business Preference**

The preference to a Non-Small Business Bidder that commits to Small Business or Micro business subcontractor participation of (25%) of its net bid price shall be (5%) of the highest responsive, responsible Bidder's total score. A Non-Small Business which qualifies for this preference may not take an award away from a certified Small Business. The Small Business or Micro business must perform a commercially useful function. A copy of prime contractor's subcontract with a certified Small Business or Micro business must be provided before award of contract.



## **IV. Administrative Requirements, Continued**

### **A Certified Nonprofit Veteran Service Agency (NVSA) Small Business Certification**

NVSAs can qualify for California Small Business certification through the Department of General Services (DGS), Procurement Division, Office of Small Business and DVBE Certification. Small Business/NVSAs participating as a prime Bidder are eligible for application of the (5%) Small Business bidding preference when they meet bid standards including:

- Determined to be a responsible Bidder that submitted a timely responsive bid, and
- Indicated in the bid eligibility for the preference.

### **Can I Use Sub-Contractors?**

Yes. Any subcontractors the Bidder chooses to use in fulfilling the requirements of this RFP, that are expected to receive more than ten percent (10%) of the value of the contract, must also meet all administrative and technical requirements of this RFP. The Bidder must provide a summary of each subcontractor's qualifications, including DVBE firms, experience and duties that would be performed under the Work Statement.

Also, for all DVBE firms regardless of the amount they receive, Bidders must provide a summary of the DVBE's qualifications, experience and duties that would be performed under the Work Statement. The summary shall contain the information requested in, and format required by, Section IV. DVBE cost information must also be included in the Cost Proposal.

The Contractor is responsible for the quality of all subcontractor work, and may only replace subcontractors as specified under the terms of the contract.

### **How Do I Respond to this RFP?**

Responses to this solicitation will be in the form of a Technical and Cost Proposal according to the format described in Section III. The Technical Proposal shall document the Bidder's experience, qualifications, project organization and approach to perform the tasks described in the Work Statement found in Section II, and the Cost Proposal shall detail the Bidder's budget to perform such tasks.

### **Can The Commission Cancel This RFP?**

Yes, if it is in the State's best interest, the Commission reserves the right to do any of the following:

- Cancel this RFP;
- Amend this RFP as needed; or
- Reject any or all Proposals received in response to this RFP

## **IV. Administrative Requirements, Continued**

### **Can The Commission Amend This RFP?**

If the RFP must be amended, the Commission will mail a formal written addendum to all parties who requested the RFP and will also post it on the Commission's Website <[www.energy.ca.gov/contracts](http://www.energy.ca.gov/contracts)> and Department of General Services' Website <[www.dgs.ca.gov/cscr](http://www.dgs.ca.gov/cscr)>.

### **Errors**

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Bidder shall immediately notify the Commission of such error in writing and request modification or clarification of the document. Clarifications will be given by written notice of all parties who requested the RFP, without divulging the source of the request for clarification. The Commission shall not be responsible for failure to correct errors.

### **What Are The Contract Requirements?**

It is the Bidder's responsibility to read and understand the sample contract terms and conditions, Attachment B.

#### **Term of the Contract**

The term of the contract will be June 30, 2005 to March 31, 2007.

#### **RFP in Final Contract**

The content of this RFP shall be incorporated by reference into the final contract.

#### **Contract Cancellation**

The Commission reserves the right to terminate any contract awarded through this RFP by providing 30-days notice to the successful Bidder.

#### **No Contract Until Signed & Approved**

No Contract between the Commission and the successful Bidder is in effect until the contract is signed by the Contractor, approved at a Commission Business Meeting, and approved by the Department of General Services.

#### **Contract Amendment**

The contract executed as a result of this RFP will be able to be amended by mutual consent of the Commission and the Contractor. The contract may require amendment as a result of project review, changes and additions, changes in project scope, or availability of funding.

## **IV. Administrative Requirements, Continued**

### **Audit**

The Bureau of State Audits may audit a contract awarded under this RFP for a period of three years after the final payment or termination of the contract.

### **What If I Decide To Modify Or Withdraw My Proposal?**

A Bidder may, by letter to the Contact Person at the Commission, withdraw or modify a submitted Proposal before April 18, 2005, at 5:00 p.m. Proposals cannot be changed after that date and time. A Bidder cannot withdraw after that date for Proposals without the concurrence of the Commission. A Proposal cannot be “timed” to expire on a specific date. For example, a statement such as the following is non-responsive to the RFP: “This proposal and the cost estimate are valid for 60 days.”

### **Can My Proposal Contain Confidential Information?**

No. The Commission will not accept or retain any Proposals that are marked confidential in their entirety and Bidders are strongly discouraged from requesting confidential treatment for any of the information contained in a submittal.

### **How Do I Know If I've Been Awarded A Contract?**

Subsequent to the Proposal evaluations, the Commission will post a “Notice of Proposed Award” at the Commission’s headquarters in Sacramento, and on the Commission’s Web Site, on or about May 6, 2005, after 12:00 noon at:

California Energy Commission  
Contracts Office  
1516 Ninth Street, MS-18  
Sacramento, CA 95814

A contract will be awarded to the Bidder who satisfies all the administrative and technical requirements and who provides

### **What Happens To My Documents?**

On the Notice of Proposed Award date all proposals and related material, with the exception of work examples, submitted in response to this RFP become a part of the public record and are available for public disclosure. Bidders who want any work examples they submitted with their proposals returned to them shall provide either sufficient postage, or a U.P.S. or Courier Charge Code. If adequate postage or a charge code is not provided, the documents will be destroyed.

## **IV. Administrative Requirements, Continued**

### **Nondiscrimination Certification**

Any bid, proposal, or offer for a contract which is submitted by a contractor who has been decertified from contracting with the State by the Department of Fair Employment and Housing (DFEH), shall be deemed to be non-responsive. Refer to the California Notice Register for a list of decertified contractors. (Published by the Office of Administrative Law and available through the Office of State Printing).

### **Commission Issued RFP**

The California Energy Commission has issued this RFP on behalf of the State of California. The Commission is the sole point of contact concerning this RFP. The Contact Person for questions is:

Elizabeth Stone, Contract Officer  
Telephone: (916) 654-5125  
FAX: (916) 654-4423

### **Bidders' Admonishment**

This RFP contains the instructions governing the requirements for a firm quotation to be submitted by interested Bidders, the format in which the technical information is to be submitted, the material to be included, the requirements which must be met to be eligible for consideration, and Bidder responsibilities. Bidders must take the responsibility to carefully read the entire RFP, ask appropriate questions in a timely manner, submit all required responses in a complete manner by the required date and time, make sure that all procedures and requirements of the RFP are followed and appropriately addressed, and carefully reread the entire RFP before submitting a proposal.

### **On What Grounds Would My Proposal Be Rejected?**

**A Proposal shall be rejected if:**

- It is received after the exact time and date set for receipt of Proposal's pursuant to Public Contract Code, Section 10344.
- It is considered non-responsive to the California Disabled Veteran Business Enterprise participation requirements.
- It is lacking a properly executed Certification Clauses, Attachment 3.
- It contains false or intentionally misleading statements or references which do not support an attribute or condition contended by the Bidder.
- The Proposal is intended to erroneously and fallaciously mislead the State in its evaluation of the Proposal and the attribute, condition, or capability is a requirement of this RFP.

## **IV. Administrative Requirements, Continued**

- There is a conflict of interest as contained in Public Contract Code Sections 10410, 10411 and/or 10365.5.

A Proposal may be rejected if:

- It is not prepared in the mandatory format described.
- It is unsigned.
- The firm or individual has submitted multiple proposals for each task.
- It does not literally comply or contains caveats that conflict with the RFP and the variation or deviation is not material, or it is otherwise non-responsive.
- The Commission may waive any immaterial defect or deviation contained in a Bidder's proposal. The Commission's waiver shall in no way modify the proposal or excuse the successful Bidder from full compliance.

### **What are the Protest Procedures?**

A Bidder may file a protest against the proposed awarding of a contract. Once a protest has been filed, contracts will not be awarded until either the protest is withdrawn, or the Commission cancels the RFP, or the Department of General Services decides the matter.

#### **Please note the following:**

- Protests are limited to the grounds contained in the California Public Contract Code Section 10378.
- During the five working days that the Notice of Proposed Award (NOPA) is posted, protests must be filed with the DGS Legal Office and the Commission Contracts Office.
- Within five days after filing the protest, the protesting Bidder must file with the DGS and the Commission Contracts Office a full and complete written statement specifying the grounds for the protest.
- If the protest is not withdrawn or the solicitation is not canceled, DGS will decide the matter. There may be a formal hearing conducted by a DGS hearing officer or there may be briefs prepared by the Bidder and the Commission for the DGS hearing officer consideration.

## **V. Evaluation**

### **About This Section**

This section explains how the proposals will be evaluated. It describes the evaluation stages, preference points, and scoring of all proposals. A Bidder's proposal will be evaluated and scored based on its response to information requested in Sections II and III.

During the evaluation and selection process, the Commission may interview a Bidder for the purpose of clarification and verification of information provided in the proposal.

### **How Will My Proposal Be Evaluated?**

To analyze all Proposals, the Commission will organize an Evaluation Committee whose members have expertise in evaluating consulting services. The Proposals will be analyzed in three stages:

#### **Stage One: Fulfillment of RFP Mandatory Format**

The Contracts Office will first identify those Bidders whose Proposals adhere to the required format outlined in Section III; Bidders who do not follow the required format or submit the required forms will be disqualified and eliminated from the competition.

#### **Stage Two: Evaluation of Proposals**

The Evaluation Committee will then evaluate and score all remaining Proposals based on the Evaluation Criteria Worksheets, Exhibits A1-A3. Bidders will be scheduled for a structured interview to be conducted at the Energy Commission headquarters, 1516 Ninth Street, Sacramento, CA., or through a conference call. The Evaluation Committee will use patterned questions to conduct the interviews. Bidders will be provided a copy of the questions to be addressed and a format for the structured interview. The Committee may, at its discretion, seek clarification of any point in the written technical proposal through a conference call with the affected Bidder. Bidder responses will be scored in accordance with the criteria contained in Exhibit A1-A3. All scores are final at this time. Bidders who pass the minimum required score of 300 points will have their proposals proceed to Stage Three.

Those Bidders not attaining the minimum technical score of 300 points (75%), will not have their cost scores opened and will be eliminated from further competition.

#### **Stage Three: Cost Proposal**

Those proposals that pass the minimum technical points will have their cost proposal opened. The Small Business Preference will be applied, if applicable.

## **V. Evaluation,** Continued

The contract will be awarded to the Bidder who met the minimum technical and administrative requirements and who has the lowest Final Cost when the Small Business preference (if applicable) is applied.

### **Do Small Businesses Get Extra Points?**

Yes. Each Bidder who is a State certified small business will receive a cost preference of five percent of the lowest cost or price offered by the lowest responsible Bidder who is not a certified small business, by deducting this five percent from the small business Bidder's cost, for the purpose of comparing cost proposals of all Bidders.

### **How Will My Proposal Be Scored?**

The Evaluation Committee will award points based on the following considerations. The point calculations reflect the averages of the combined scores of all Evaluation Committee members.

#### **Fail (0 points)**

**Zero points are awarded for responses considered to be unacceptable, such as:**

- Is not in substantial accord with the RFP requirements;
- Has a potential significant effect on the amount paid or net cost to the State or the quality or quantity of product and/or service;
- Provides an advantage to one competitor over the other competitors, for example, not paying minimum wages.

#### **Minimally Acceptable (1-3 points) Below average response, such as:**

- The proposal states a requirement, but offers no explanation of how or what will be accomplished;
- The response contains a technical deficiency which is an inaccurate statement or reference concerning the how, what, where, or when, which is part of an overall statement or description.

#### **Meets Minimum Requirements (4-6 points) Average response, such as:**

- Satisfies the minimum requirements and describes generally how and/or what will be accomplished.

## **V. Evaluation,** Continued

### **Exceeds Minimum Requirements (7-9 points) Above average response, such as:**

- Satisfies the minimum requirements and specifically describes how and/or what will be accomplished in an exemplary manner, using sample products and illustrative materials (i.e., diagrams, charts, graphs, etc.).

### **Exceptional (10 points) Superior response, such as:**

Exceeds the minimum requirements and specifically describes how and/or what will be accomplished both quantitatively and qualitatively, using sample products and illustrative materials (i.e., diagrams, charts, graphs, etc.).

## **Criteria And Points**

The Evaluation Committee will review and evaluate the Proposals and interviews based on the Evaluation Criteria Worksheets. See Exhibits A-1 through A-3.



## Exhibit A-1

|            |                 |
|------------|-----------------|
| Firm Name: | Evaluator Name: |
|------------|-----------------|

| TASK 1. DETERMINE THE OPTIMUM METHOD TO MEASURE AND TRACK PETROLEUM REDUCTION, NON-PETROLEUM FUEL USE AND VEHICLE EFFICIENCY IMPROVEMENTS |  |                |   |                      |                |
|---|--|----------------|---|----------------------|----------------|
| Criteria  |  | Weight Factors | X | Poi<br>nts<br>(0-10) | Weighted Score |
| <b>I. ORGANIZATION</b>  |  |                |   |                      |                |
| a.  | Organization by function (Organizational Chart)  | 1.0            |   |                      |                |
| b.  | Personnel responsible for determining the optimum method to measure and track petroleum reduction, non-petroleum fuel use and vehicle efficiency improvements. Include resumes and references        | 2.5            |   |                      |                |
| c.  | Personnel to perform the task of determining the optimum method to measure and track petroleum reduction, non-petroleum fuel use and vehicle efficiency improvements. Include resumes and references | 3.5            |   |                      |                |
| d.  | Transportation technology input  | 1.5            |   |                      |                |
| e.  | Time availability  | 1.5            |   |                      |                |
| SECTION 1 SUBTOTAL  |  |                |   |                      |                |
| <b>II. EXPERIENCE/QUALIFICATIONS/PROJECT DEVELOPMENT</b>  |  |                |   |                      |                |
| a.  | Experience in evaluating data bases/tracking methods   | 3.5            |   |                      |                |
| b.  | Experience in successfully developing criteria to perform a comparative analysis and performing the analysis   | 3.5            |   |                      |                |
| c.  | Transportation technology experience   | 1.5            |   |                      |                |
| d.  | Previous Clients References  | 1.5            |   |                      |                |
| SECTION 2 SUBTOTAL  |  |                |   |                      |                |
| <b>III. OVERALL WORK APPROACH</b>   |  |                |   |                      |                |
| a.  | Approach to establishing a tracking methodology or tool  | 3.5            |   |                      |                |
| b.  | Approach to completing a comparative analysis of petroleum and non-petroleum fuels and energy efficiency improvements  | 3.5            |   |                      |                |
| c.  | Product/ Outcome   | 3.0            |   |                      |                |
| SECTION 3 SUBTOTAL  |  |                |   |                      |                |
| <b>IV. HYPOTHETICAL</b>   |  |                |   |                      |                |
|   |  | 6.0            |   |                      |                |
| SECTION 4 SUBTOTAL  |  |                |   |                      |                |
| <b>V. INTERVIEW</b>   |  |                |   |                      |                |
|   |  | 4.0            |   |                      |                |
| SECTION 5 SUBTOTAL  |  |                |   |                      |                |
| <b>TOTAL SCORE</b>  |  |                |   |                      |                |
| Maximum Possible Score  |  |                |   |                      | 400            |
| Minimum Score to Pass (75 %)  |  |                |   |                      | 300            |

## Exhibit A-2

|            |                 |
|------------|-----------------|
| Firm Name: | Evaluator Name: |
|------------|-----------------|

| TASK 2. SURVEY DEVELOPMENT, DISTRIBUTION AND ANALYSIS    |  |                |   |               |                |
|--|--|----------------|---|---------------|----------------|
| Criteria   |  | Weight Factors | X | Points (0-10) | Weighted Score |
| <b>I. ORGANIZATION</b>                                   |  |                |   |               |                |
| a.   | Management/Organization (Organizational Chart)   | 1.0            |   |               |                |
| b.   | Personnel responsible for survey design. Include resumes and references.                               | 2.5            |   |               |                |
| c.   | Personnel responsible for implementing the survey. Include resumes and references.                     | 2.5            |   |               |                |
| d.   | Personnel responsible for analyzing survey results and recommendations. Include resumes and references | 2.5            |   |               |                |
| e.   | Availability   | 1.5            |   |               |                |
| SECTION 1 SUBTOTAL                                       |  |                |   |               |                |
| <b>II. EXPERIENCE/QUALIFICATIONS/PROJECT DEVELOPMENT</b> |  |                |   |               |                |
| a.   | Survey design and analysis experience  | 4.0            |   |               |                |
| b.   | Graphics experience  | 2.0            |   |               |                |
| c.   | Communication  | 2.0            |   |               |                |
| d.   | Previous client references   | 2.0            |   |               |                |
| SECTION 2 SUBTOTAL                                       |  |                |   |               |                |
| <b>III. OVERALL WORK APPROACH</b>                        |  |                |   |               |                |
| a.   | Methodology used to develop survey   | 3.5            |   |               |                |
| b.   | Methodology to analyze the results and recommendations   | 3.5            |   |               |                |
| c.   | Product/Outcome  | 3.0            |   |               |                |
| SECTION 3 SUBTOTAL                                       |  |                |   |               |                |
| <b>IV. HYPOTHETICAL</b>                                  |  |                |   |               |                |
| SECTION 4 SUBTOTAL                                       |  |                |   |               |                |
| <b>V. INTERVIEW</b>                                      |  |                |   |               |                |
| SECTION 5 SUBTOTAL                                       |  |                |   |               |                |
| <b>TOTAL SCORE</b>                                       |  |                |   |               |                |
| Maximum Possible Score                                   |  |                |   |               | 400            |
| Minimum Score to Pass (75 %)                             |  |                |   |               | 300            |

## Exhibit A-3

|            |                 |
|------------|-----------------|
| Firm Name: | Evaluator Name: |
|------------|-----------------|

| TASK 3. PETROLEUM REDUCTION, NON-PETROLEUM FUEL USE AND VEHICLE EFFICIENCY IMPROVEMENT AUDITS |   |                |   |               |                |
|---|---|----------------|---|---------------|----------------|
| Criteria  |   | Weight Factors | X | Points (0-10) | Weighted Score |
| <b>I. ORGANIZATION</b>  |   |                |   |               |                |
| a.  | Management/Organization (Organizational Chart)                                      | 1.0            |   |               |                |
| b.  | Personnel responsible for designing the audit tool. Include resumes and references. | 3.5            |   |               |                |
| c.  | Personnel actually performing audits. Include resumes and references.               | 3.5            |   |               |                |
| d.  | Availability  | 2.0            |   |               |                |
| SECTION 1 SUBTOTAL  |   |                |   |               |                |
| <b>II. EXPERIENCE/QUALIFICATIONS/PROJECT DEVELOPMENT</b>                                      |   |                |   |               |                |
| a.  | Experience in developing audit protocol   | 3.5            |   |               |                |
| b.  | Experience in performing audits   | 3.5            |   |               |                |
| c.  | Transportation Experience   | 1.5            |   |               |                |
| d.  | Previous client references  | 1.5            |   |               |                |
| SECTION 2 SUBTOTAL  |   |                |   |               |                |
| <b>III. OVERALL WORK APPROACH</b>   |   |                |   |               |                |
| a.  | Approach to performing the audits   | 3.5            |   |               |                |
| b.  | Methodology to analyze the results and recommendations                              | 3.5            |   |               |                |
| c.  | Product/Outcome   | 3.0            |   |               |                |
| SECTION 3 SUBTOTAL  |   |                |   |               |                |
| <b>IV. HYPOTHETICAL</b>   |   |                |   |               |                |
|   |   | 6.0            |   |               |                |
| SECTION 4 SUBTOTAL  |   |                |   |               |                |
| <b>V. INTERVIEW</b>   |   |                |   |               |                |
|   |   | 4.0            |   |               |                |
| SECTION 5 SUBTOTAL  |   |                |   |               |                |
| <b>TOTAL SCORE</b>  |   |                |   |               |                |
| Maximum Possible Score  |   |                |   |               | 400            |
| Minimum Score to Pass (75 %)  |   |                |   |               | 300            |

**Exhibit B-1**  
**Contract Task Budget Summary**

| Task Number | Task Name   | Task Deliverables | Cost \$ |
|-------------|---|-------------------|---------|
| 1.0         | Determine The Optimum Method To Measure And Track               |                   |         |
| 1.1         | Analyze and Evaluate Tracking Methods                           |                   |         |
| 1.2         | Develop Methodology   |                   |         |
| 1.3         | Evaluate Available Databases, Models and/or Calculation Methods |                   |         |
| 1.4         | Recommend Methodology   |                   |         |
| 1.5         | Contract Management   |                   |         |
|             |   |                   |         |
| 2.0         | Survey Development, Distribution and Analysis                   |                   |         |
| 2.1         | Survey Audience/Candidates and Contacts                         |                   |         |
| 2.2         | Survey Development  |                   |         |
| 2.3         | Survey Distribution   |                   |         |
| 2.4         | Survey Analysis   |                   |         |
| 2.5         | Contract Management   |                   |         |
|             |   |                   |         |
| 3.0         | Petroleum Reduction and Non-Petroleum Fuel Use Audits           |                   |         |
| 3.1         | Conduct Audits  |                   |         |
| 3.2         | Evaluate Options  |                   |         |
| 3.3         | Prepare Comprehensive Final Report                              |                   |         |
| 3.4         | Contract Management   |                   |         |

**Exhibit B-2**  
**Schedule of Deliverables and Due Dates**

| Insert Name of Company or Organization |   |                |                    |                         |  |
|--|---|----------------|--------------------|-------------------------|--|
| Task Number                            | Task Name   | Deliverable(s) | Planned Start Date | Planned Completion Date |  |
| 1.0                                    | Determine The Optimum Method To Measure And Track               |                |                    |                         |  |
| 1.1                                    | Analyze and Evaluate Tracking Methods                           |                |                    |                         |  |
| 1.2                                    | Develop Methodology   |                |                    |                         |  |
| 1.3                                    | Evaluate Available Databases, Models and/or Calculation Methods |                |                    |                         |  |
| 1.4                                    | Recommend Methodology   |                |                    |                         |  |
| 1.5                                    | Contract Management   |                |                    |                         |  |
| 2.0                                    | Survey Development, Distribution and Analysis                   |                |                    |                         |  |
| 2.1                                    | Survey Audience/Candidates and Contacts                         |                |                    |                         |  |
| 2.2                                    | Survey Development  |                |                    |                         |  |
| 2.3                                    | Survey Distribution   |                |                    |                         |  |
| 2.4                                    | Survey Analysis   |                |                    |                         |  |
| 2.5                                    | Contract Management   |                |                    |                         |  |
| 3.0                                    | Audits  |                |                    |                         |  |
| 3.1                                    | Conduct Audits  |                |                    |                         |  |
| 3.2                                    | Evaluate Options  |                |                    |                         |  |
| 3.3                                    | Prepare Comprehensive Final Report                              |                |                    |                         |  |
| 3.4                                    | Contract Management   |                |                    |                         |  |
|  |   |                |                    |                         |  |

## Exhibit B-3

### Contractor's Calculation of Fringe Benefits, Overhead, General Administrative Expenses, and Profit Rates\*

Insert Name of Company or Organization

| Rates (percentages) for time intervals<br>from the start of the project through 2007. |  |     |  | Fringe<br>Benefits<br>(FB) | Overhead<br>(OH) | General &<br>Administrative (GA) | Profit (P)<br>(10% Max) |
|---|--|-----|--|----------------------------|------------------|----------------------------------|-------------------------|
| From:   |  | To: |  | %                          | %                | %                                | %                       |
| From:   |  | To: |  | %                          | %                | %                                | %                       |
| From:   |  | To: |  | %                          | %                | %                                | %                       |
| From:   |  | To: |  | %                          | %                | %                                | %                       |
| From:   |  | To: |  | %                          | %                | %                                | %                       |
| From:   |  | To: |  | %                          | %                | %                                | %                       |

|   | Fringe Benefits | Overhead (Direct & Indirect) | General &<br>Administrative |
|---|-----------------|------------------------------|-----------------------------|
| List <b>items</b> you include in each category (Fringe Benefits, Overhead, and G&A) Some examples include:<br>vacation,<br>retirement plan,<br>telephone,<br>secretarial,<br>rent/lease,<br>insurance, etc. |                 |                              |                             |

| Expense Items in the Budget<br>Spreadsheets | Provide Formulas for Calculating Fully-Burdened<br>Invoicing **<br>example only: $DL \times (1 + OH + GA + P)$ | Show the<br>Total % |
|---|--|---------------------|
| Direct labor (DL)                           |  |                     |
| Fringe benefits (FB)                        |  |                     |
| Travel (TR)                                 |  |                     |
| Equipment (EQ)                              |  |                     |
| Materials (MAT)                             |  |                     |
| Miscellaneous (MIS)                         |  |                     |
| Subcontractors (SUB) ***                    |  |                     |

**\*When preparing the Exhibit B budget forms, list your rates (hourly rates, directs and indirects, etc.) for the entire term of the Agreement. Projected rates are acceptable and expected, average rates are not acceptable.**

\*\* Provide additional formulas for each expense item if they will change over the duration of the project.

\*\*\* Prime Contractor profit not allowed on Subcontractor invoices.

**Exhibit B-4.1**  
**Labor By Task**

|                                  | Sub-Task<br>1.1                       | Sub-Task<br>1.2     | Sub-Task<br>1.3  | Sub-Task<br>1.4       | Sub-Task<br>1.5     |
|----------------------------------|---------------------------------------|---------------------|--|-----------------------|---------------------|
| Names/Job Classification - Title | Analyze and Evaluate Tracking Methods | Develop Methodology | Evaluate Available Databases, Model and/or Calculation Methods | Recommend Methodology | Contract Management |
|                                  | 0                                     | 0                   | 0  | 0                     | 0                   |
|                                  | 0                                     | 0                   | 0  | 0                     | 0                   |
|                                  | 0                                     | 0                   | 0  | 0                     | 0                   |
|                                  | 0                                     | 0                   | 0  | 0                     | 0                   |
|                                  | 0                                     | 0                   | 0  | 0                     | 0                   |
|                                  | 0                                     | 0                   | 0  | 0                     | 0                   |
|                                  | 0                                     | 0                   | 0  | 0                     | 0                   |
|                                  | 0                                     | 0                   | 0  | 0                     | 0                   |
|                                  | 0                                     | 0                   | 0  | 0                     | 0                   |
|                                  | 0                                     | 0                   | 0  | 0                     | 0                   |
|                                  | 0                                     | 0                   | 0  | 0                     | 0                   |
|                                  | 0                                     | 0                   | 0  | 0                     | 0                   |
|                                  | 0                                     | 0                   | 0  | 0                     | 0                   |
|                                  | 0                                     | 0                   | 0  | 0                     | 0                   |
|                                  | 0                                     | 0                   | 0  | 0                     | 0                   |
| Totals                           | 0                                     | 0                   | 0  | 0                     | 0                   |

## Exhibit B-4.2 Labor By Task

|                                  | Sub-Task<br>2.1                       | Sub-Task<br>2.2       | Sub-Task<br>2.3        | Sub-Task<br>2.4    | Sub-Task<br>2.5        |
|----------------------------------|---------------------------------------|-----------------------|------------------------|--------------------|------------------------|
|                                  | Audience/Candidates<br>and Candidates | Survey<br>Development | Survey<br>Distribution | Survey<br>Analysis | Contract<br>Management |
| Names/Job Classification - Title |                                       |                       |                        |                    |                        |
|                                  | 0                                     | 0                     | 0                      | 0                  | 0                      |
|                                  | 0                                     | 0                     | 0                      | 0                  | 0                      |
|                                  | 0                                     | 0                     | 0                      | 0                  | 0                      |
|                                  | 0                                     | 0                     | 0                      | 0                  | 0                      |
|                                  | 0                                     | 0                     | 0                      | 0                  | 0                      |
|                                  | 0                                     | 0                     | 0                      | 0                  | 0                      |
|                                  | 0                                     | 0                     | 0                      | 0                  | 0                      |
|                                  | 0                                     | 0                     | 0                      | 0                  | 0                      |
|                                  | 0                                     | 0                     | 0                      | 0                  | 0                      |
|                                  | 0                                     | 0                     | 0                      | 0                  | 0                      |
|                                  | 0                                     | 0                     | 0                      | 0                  | 0                      |
|                                  | 0                                     | 0                     | 0                      | 0                  | 0                      |
|                                  | 0                                     | 0                     | 0                      | 0                  | 0                      |
|                                  | 0                                     | 0                     | 0                      | 0                  | 0                      |
|                                  | 0                                     | 0                     | 0                      | 0                  | 0                      |
| Totals                           | 0                                     | 0                     | 0                      | 0                  | 0                      |



# Exhibit B-4.3 Labor by Task

| Names/Job Classification - Title | Sub-Task       | Sub-Task         | Sub-Task                           | Sub-Task            | Sub-Task |
|----------------------------------|----------------|------------------|------------------------------------|---------------------|----------|
|                                  | 3.1            | 3.2              | 3.3                                | 3.4                 |          |
|                                  | Conduct Audits | Evaluate Options | Prepare Comprehensive Final Report | Contract Management |          |
|                                  | 0              | 0                | 0                                  | 0                   | 0        |
|                                  | 0              | 0                | 0                                  | 0                   | 0        |
|                                  | 0              | 0                | 0                                  | 0                   | 0        |
|                                  | 0              | 0                | 0                                  | 0                   | 0        |
|                                  | 0              | 0                | 0                                  | 0                   | 0        |
|                                  | 0              | 0                | 0                                  | 0                   | 0        |
|                                  | 0              | 0                | 0                                  | 0                   | 0        |
|                                  | 0              | 0                | 0                                  | 0                   | 0        |
|                                  | 0              | 0                | 0                                  | 0                   | 0        |
|                                  | 0              | 0                | 0                                  | 0                   | 0        |
|                                  | 0              | 0                | 0                                  | 0                   | 0        |
|                                  | 0              | 0                | 0                                  | 0                   | 0        |
|                                  | 0              | 0                | 0                                  | 0                   | 0        |
|                                  | 0              | 0                | 0                                  | 0                   | 0        |
|                                  | 0              | 0                | 0                                  | 0                   | 0        |
|                                  | 0              | 0                | 0                                  | 0                   | 0        |
|                                  | 0              | 0                | 0                                  | 0                   | 0        |
| <b>Totals</b>                    | 0              | 0                | 0                                  | 0                   | 0        |

## Exhibit B-5

### Travel, Equipment List, Materials List, and Miscellaneous Expenditures

| Pre-approved Travel List |              |             |     |        |
|--------------------------|--------------|-------------|-----|--------|
| Task No.                 | Trip Purpose | Destination | Who | Amount |
|                          |              |             |     |        |
|                          |              |             |     |        |
|                          |              |             |     |        |
|                          |              |             |     |        |
|                          |              |             |     |        |
|                          |              |             |     |        |
|                          |              |             |     |        |

| Equipment |                |             |         |        |
|-----------|----------------|-------------|---------|--------|
| Task No.  | Name of Equip. | Description | Purpose | Amount |
|           |                |             |         |        |
|           |                |             |         |        |
|           |                |             |         |        |
|           |                |             |         |        |
|           |                |             |         |        |
|           |                |             |         |        |
|           |                |             |         |        |
| 1.3       | Shipping       |             |         |        |

## Exhibit B-5

### Travel, Equipment List, Materials List, and Miscellaneous Expenditures

| Material(s) |                             |        |
|-------------|-----------------------------|--------|
| Task No.    | Descriptions of Material(s) | Amount |
|             |                             |        |
|             |                             |        |
|             |                             |        |
|             |                             |        |
|             |                             |        |
|             |                             |        |
|             |                             |        |
|             |                             |        |
|             |                             |        |
|             |                             |        |
|             |                             |        |
|             |                             |        |
|             |                             |        |

| Miscellaneous Expenditures |                              |        |
|----------------------------|------------------------------|--------|
| Task No.                   | Descriptions of Expenditures | Amount |
|                            |                              |        |
|                            |                              |        |
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|                            |                              |        |

# ATTACHMENT 1

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION  
Contracts Office

## CONTRACTOR STATUS FORM

Contractor's Name \_\_\_\_\_

County \_\_\_\_\_

Address \_\_\_\_\_

Federal Employer ID

# \_\_\_\_\_

Phone

# \_\_\_\_\_

FAX

# \_\_\_\_\_

### STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS

☐ Individual

☐ Limited Partnership

☐ General Partnership

☐ Corporation

☐ Other

#### INDIVIDUAL

If a sole proprietorship, state the true name of sole proprietor:

#### PARTNERSHIP

If a partnership, list each partner, including limited partners, stating their true name and their interest in the partnership:

#### CORPORATION

If a corporation, place and date of incorporation: \_\_\_\_\_

Date corporation was authorized by Sect. of State: \_\_\_\_\_

President: \_\_\_\_\_

Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Agent for service of process and address if different from above:

#### OTHER

Explain:

#### SMALL BUSINESS PREFERENCE

Are you claiming preference as a small business?

☐ YES - Attach approval letter from Office of Small and Minority Business.

☐ NO

Date you filed for small business preference: \_\_\_\_\_ Your small business ID number: \_\_\_\_\_

NOTE: This form must be completed or your proposal may be rejected.

## **ATTACHMENT 2.1**

### **SMALL BUSINESS AND DVBE CERTIFICATION INSTRUCTIONS, AND F.A.Q.'S**

Please Read These Instructions Carefully

Public Contract Code Section 10115 et seq. Establishes a contract participation goal of at least three percent (3%) for disabled veteran business enterprise (DVBE). This goal applies to a state agency's overall contracting program. State agencies have the discretion to apply the DVBE participation goal to individual contracts. DVBE participation requirements are included for this RFP. This solicitation attachment provides program information and bidder responsibilities for the DVBE Participation Program. Bidders must meet DVBE Participation Program requirements to be viewed as a responsive bidder and considered for contract award. Failure to submit a complete response may result in a non-responsive determination, in which case the Proposal will be rejected.

For Proposal response assistance, please contact the contracting official below:

Elizabeth Stone  
California Energy Commission  
1516 9<sup>th</sup> Street, MS-18  
Sacramento, CA 95814  
(916) 654-5125  
(916) 654-4423 (fax)  
estone@energy.state.ca.us

The Office of Small Business and DVBE Certification (OSDC) offers program information and may be reached at:

Department of General Services  
Office of Small Business and DVBE Certification  
707 3<sup>rd</sup> Street, 1<sup>st</sup> Floor, Room 400  
West Sacramento, CA 95605  
Homepage: <http://www.dgs.ca.gov/osbcr>  
Receptionist: (916) 375-4940 or (800) 559-5529  
24-Hour Recording and Mail Request, call (916) 322-5060  
Fax: (916) 375-4050

### **DVBE PARTICIPATION PROGRAM COMPLIANCE OPTIONS**

Before you begin to prepare your proposal response, you will need to determine which option you will use and document to meet DVBE Participation Program requirements.

See pages 18-19 of this RFP for information on the correct forms to fill out for DVBE compliance, or instructions for making a Good Faith Effort.

The OSCD address and phone for Small Business Preference and DVBE information is:

Department Of General Services  
Office of Small Business and DVBE Certification  
707 Third Street, 1<sup>st</sup> Floor, Rm 400  
West Sacramento, CA 95798-9052  
Phone No.: (800) 559-5529 (916) 375-4940

## Small Business Certification

In order to receive Small Business Preference, Bidder must either be certified by the State Department of General Services, Office of Small Business and DVBE Certification (OSDC) as a small business, or be self-certified pursuant to the Federal Government.

## DVBE Certification

- o Each DVBE firm listed on Attachment 2.3 must be formally certified as a DVBE by OSDC. The DVBE program is not a self-certification program. DVBE certification must be approved by OSDC by the notice of award date of the contract to be counted in meeting participation goals.
- o A copy of the certification letter approved by, or a copy of the certification form submitted to OSDC must be included in the proposal package.

To qualify as a DVBE, the DVBE must:

- 1) Be a California resident;
- 2) Own 51% of the firm and meet the requirements: in 3) and 4) below.
- 3) Provide to the OSDC, by no later than 5:00 p.m. on the date on which the proposal is due, an Award of Entitlement from the United States Department of Veterans Affairs or the United States Department of Defense, issued within 6 months of the date on which certification is sought, which would certify or declare the existence of a service-connected disability, of at least 10 percent, at the time of application for or renewal of certification as a DVBE, and
- 4) Meet all requirements set forth in Article 6 (commencing with Section 999) of Chapter 6, Division 4 of the California Military code.

The Internet addresses are:

**OSDC Homepage:** <http://www.pd.dgs.ca.gov/DVBE>

This internet site provides general information about the DVBE program and certification process.

**DVBE list:** <http://www.pd.dgs.ca.gov/resource.pdf>

OSDC maintains a list of certified DVBEs. The list is separated into three main subject areas: Commodities, Construction, and Services. Within each subject area, there are more specific areas of expertise. The Energy Commission does not have separate DVBE lists.

## **ANSWERS TO FREQUENTLY ASKED QUESTIONS**

The following questions are among the most frequently asked regarding DVBE requirements:

Q: If I am awarded the contract, either with partial or full goal attainment documented, am I required to use the subcontractor/supplier proposed in my proposal?

A: Yes, unless you have requested and received substitution approval from the Commission. Written requests should include:

- The person's or firm's NAME to be substituted,
- The substitution reason,
- The reason a non-DVBE subcontractor is proposed, if applicable,

- Describe the business to be substituted including its business status as a sole proprietorship, partnership, corporation or other entity, and
- The certification status of the firm, if any.

See California Code of Regulations Section 1896.64 © & (d) for substitution criteria.

The request and the Commission's approval or disapproval is not construed as an excuse for noncompliance with any other provision of the law, including but not limited to the Subletting and Subcontracting Fair Practices Act or any other contract requirements relating to substitution of subcontractors. Failure to adhere to at least the DVBE participation proposed by the successful contractor may be cause for contract termination and recovery of damages under the rights and remedies due the State for default section of the contract(s) and any other penalties provided for by statute.

Q: Who notifies the subcontractor when an award is made?

A: Upon award to a prime contractor, the Commission notifies listed subcontractors of their contract participation. Primes are encouraged to notify their listed subcontractors immediately after an award is made to formalize their business agreements.

Q: What happens to proposals considered non-responsive to the DVBE Participation Program requirements?

A: Non-responsive proposals are rejected. Many are rejected because of:

- Incomplete documentation
- Documentation not received by bid due date
- Mathematical error related to the percentages
- Basing goal attainment on workforce composition

Q: If I am a disabled veteran business enterprise, can I meet the 3% contract goal as a single company?

A: Yes

Q: If my submitted proposal meets the contract goal and the Commission decides to make multiple awards to the contract, could my proposal be considered non-responsive?

A: No, the Commission's decision to make multiple awards will not jeopardize proposal compliance.

## ATTACHMENT 2.2

### California Disabled Veteran Business Enterprise Program Requirements

#### AUTHORITY.

The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for state contracts is established in Public Contract Code (PCC), Section 10115 et seq., Military and Veterans Code, Section 999 et seq. and California Code of Regulations, Title 2 (2CCR), Section 1896.60 et seq.

**The minimum DVBE participation percentage is 3% for this solicitation unless another percentage is specified in the solicitation.**

#### INTRODUCTION.

The bidder must document at least one of the options (A, B or C) in this document to comply with this solicitation's DVBE program requirements. Bids or proposals (hereafter called "bids") that fail to fully document one of the DVBE program requirements options shall be considered non-responsive and ineligible for award.

All information submitted by the intended awardee to comply with this solicitation's DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation with this information in accordance with the requirements of the Public Contract Code, Section 10115, et seq. and the Military and Veterans Code, Section 999 et seq. and follow the investigatory procedures required by the California Code of Regulations, Section 1896.80.

Only State of California, Office of Small Business and DVBE Certification certified DVBEs who perform a commercially useful function relevant to this solicitation may be used to satisfy the DVBE program requirements. The criteria for performing a commercially useful function are contained on page 5, Resources & Information and California Code of Regulations, Title 2, Section 1896.61(l). Verify each DVBE subcontractor's/supplier's certification with the Office of Small Business and DVBE Certification Section to ensure DVBE eligibility.

|   |
|---|
| <b>To meet the DVBE program requirements, bidders must complete and fully document at least one of the following compliance options:</b>  |
| <b>Option A - Commitment to full DVBE participation</b> - For a bidder who is a DVBE or who is able to meet the commitment to use identified DVBE(s) to fulfill the full DVBE participation goal.                     |
| <b>Option B - Good Faith Effort</b> - For a bidder documenting its completed effort, made prior to the bid due date, to obtain DVBE participation that may result in partial or no DVBE participation.                |
| <b>Option C - Business Utilization Plan</b> - For a bidder using an annual plan (subject to approval) to satisfy DVBE participation requirements. Applies only to solicitations for goods and information technology. |

**PLEASE READ ALL INSTRUCTIONS CAREFULLY.** These instructions contain information about the DVBE program requirements, bidder responsibilities, and requirements for performing and documenting each of the three available options as detailed below. Bidders are responsible for thorough review and compliance with these instructions. Document your option selection on the attached STD Form 840, Documentation of Disabled Veteran Business Enterprise Program Requirements.



**OPTION A – COMMITMENT** -- Commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 or A2. Bidders must document DVBE participation commitment by completing and submitting the attached STD 840. Failure to complete and submit STD 840 (Side 1) as instructed shall render your bid non-responsive.

The bidder must provide, prior to contract award, a written agreement signed by the bidder and each proposed DVBE subcontractor. The written agreement will include the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, total amount of contract to be paid to the DVBE, and the percentage of the entire contract that will be awarded to the DVBE, with each DVBE subcontractor. If this information is contained in the bidder's DVBE written agreement of intent, the agreement may be attached to the STD 840. If further verification is necessary, the state will obtain additional information to verify the above requirements.

**Method A1. Certified DVBE bidder:**

- a. Commit to performing at least 3% of the contract bid amount (unless otherwise specified) with your firm or in combination with other DVBE(s).
- b. Document DVBE participation on STD 840 (Side 1) and attach a copy of all applicable certifications.
- c. A DVBE bidder working in combination with other DVBEs shall be requested to submit proof of its commitment by submitting a written agreement with the DVBE(s) identified in its bid's STD 840. When requested, the written agreement must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the requested written agreement as specified may be grounds for bid rejection.

**Method A2. Non-DVBE bidder:**

- a. Commit to using certified DVBE(s) for at least 3% (unless otherwise specified) of the bid amount.
- b. When a bidder commits to less than the required 3% DVBE participation or its commitment may fall below 3% if specific line items/groups are not selected for award, then Option B, Good Faith Effort must be completed in addition to Option A, Commitment.
- c. Document DVBE participation on STD 840 (Side 1) and attach a copy of the DVBE's certification.
- d. Prior to contract award, a bidder is to submit proof of their commitment by submitting a written agreement with the DVBE(s) identified in its bid's STD 840. The awarding department contracting official named in this solicitation will contact each listed DVBE, by mail, fax or telephone, for verification of the bidder's submitted DVBE information. The written agreement must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written agreement as specified may be grounds for bid rejection.

**OPTION B – GOOD FAITH EFFORT (GFE)** performance and documentation requirements must be completely satisfied prior to bid submission if you are unable to obtain and commit to the full DVBE participation percentage goal (Option A) and do not exercise Option C. Perform and document the following Steps 1 through 5 on both sides of the attached STD 840 form. Failure to perform and document GFE Steps 1 through 5 as instructed, which includes properly completing and submitting

both sides of STD 840, shall result in your bid being deemed non-responsive. Step 3, Advertisement, is required unless specifically waived for this solicitation due to time limits imposed by the awarding department.

**Step 1 Awarding Department** - Contact the department's contracting official named in this solicitation to identify interested DVBEs. You must fully document this contact and describe the results on STD 840 (Side 2).

**Step 2 Other State and Federal Agencies, and Local Organizations**

**STATE** Contact the Department of General Services, Procurement Division's (DGS-PD) Office of Small Business and DVBE Certification (OSDC) to obtain a list of certified DVBEs by telephone at (916) 322-5060 for the 24-hour automated telephone system or (916) 375-4940 for the receptionist during normal business hours. This information can also be obtained by searching the online database at <http://www.pd.dgs.ca.gov/smbus>. Begin by selecting Certified Firm Inquiry Services, then search by using either the Keyword Search or the Standard Query options. You must fully document this contact and describe the results on STD 840 (Side 2).

**FEDERAL** Search the U.S. Small Business Administration's (SBA) online database (Pro-Net) at <http://www.pro-net.sba.gov> to identify potential DVBEs. Select these minimum options in the following sequence: select Search Database; select CA under "State"; select Service Disabled Veteran under "Other Ownership Data"; and "Search Using These Criteria" at the page bottom. The database takes a few moments to query, and then your list will appear on your screen. You may select other criteria to focus your search. You must fully document this contact and describe the results on STD 840 (Side 2).

**LOCAL** Contact at least one local DVBE organization to identify DVBEs. For a list of local DVBE organizations, please refer to the DVBE Resource Packet that may be accessed online (<http://www.pd.dgs.ca.gov/smbus> - select "DVBE Resource Packet") or obtain a hardcopy by requesting it from DGS-PD Office of Small Business and DVBE Outreach and Education (see the Resources & Information page). You must fully document your contact with local DVBE organizations and describe the results on STD 840 (Side 2).

**Step 3 Advertisements** are mandatory unless waived by the awarding department.

**CONTENT REQUIREMENTS:** Include all of the following in your advertisement(s): (1) company name; (2) contact name; (3) address; (4) telephone and facsimile (if applicable) numbers; (5) e-mail address (if applicable); (6) the state's solicitation number(s); (7) goods and/or services for which the state is soliciting; (8) the location of the work to be performed; and (9) the State's bid(s) due date and/or your due date for receiving DVBE responses.

**HOW MANY & WHERE TO PUBLISH:** Bidders must publish two (2) ads, one (1) each in a trade paper and a DVBE focus paper unless the paper is dual purpose (fulfilling both trade and focus requirements as defined in California Code of Regulations, Title 2, Section 1896.61(k)), in which case one (1) ad is acceptable. Please see the DVBE Resource Packet for a list of acceptable publications.

**WHEN:** Ads must be published after the solicitation's release date and at least 14 days prior to the bid due date, unless a different time period is expressly established in this solicitation.

**DOCUMENT & SUBMIT:** On STD 840 (Side 2), document the publication name(s) in which you published advertisement(s), the contact name and phone number, and date of publication. Include a copy(ies) of the advertisement(s) with your bid.

**Step 4 Invitations to Participate**

**WHO:** Invite (solicit) DVBEs who can provide relevant goods and/or services to this solicitation to subcontract with you. Conducting Steps 1 through 3 produces a list of DVBEs from which you may choose potential DVBEs subcontractors/suppliers to contact. Bidders are advised to

contact as many DVBEs (who provide relevant goods and/or services in the applicable location(s)) as possible. Non-California-certified DVBEs are not eligible -- please refer those DVBEs to the OSDC to learn about certification (see the Resources & Information page for contact information).

**FOR WHAT:** Solicit DVBEs for goods and/or services relevant to the state's solicitation. If you are unable to identify specific portion(s) of the proposed contract to subcontract, the state encourages bidders to avoid making a predetermination that no DVBEs are able to perform without first contacting and soliciting participation from them. This allows DVBEs to respond whether they can or cannot provide any goods or services related to the solicitation, and provides a bidder with responses for consideration.

**HOW TO INVITE & CONTENT REQUIREMENTS:** Written invitations are required. At a minimum, invitations must contain all of the following: (1) company name; (2) contact name; (3) address; (4) phone and facsimile (if applicable) numbers; (5) return e-mail address (if applicable); (6) the state's solicitation number; (7) goods and/or services for which the state is soliciting; (8) location of work; and (9) the State's bid(s) due date and/or your due date for receiving DVBE responses.

**WHEN:** Provide DVBE's with a reasonable time period to receive and respond to your invitation, and to be considered by you for participation as described in Step 5, prior to your bid submission.

**DOCUMENT & SUBMIT:** Bidders must document the completed contacts on STD 840 (Side 1), Section A. Attach additional copies of STD 840A as necessary to list your DVBE contacts. You are required to attach a copy of: (1) each invitation or offer sent by letter, fax or e-mail; and (2) confirmation of transmittal or delivery. Your bid shall be considered non-responsive if it fails to include copies of the written invitations and delivery confirmations.

**Step 5 Consider all responding DVBEs for contract participation.** Consideration must be based on business needs for the contract and the same evaluation criteria must be applied to each potential DVBE subcontractor/supplier offering the same goods and services. You must document on STD 840 (Side 1), Section A any firm(s) selected for participation; or if not selected, the reason for non-selection. Attach additional copies of STD 840A as necessary to list all of your DVBE contacts.

**OPTION C – THE DVBE BUSINESS UTILIZATION PLAN** (BUP) option permits bidders to submit an approved DVBE BUP to satisfy DVBE participation solicitation requirements up to 3%. **DVBE BUPs apply only to solicitations for goods and information technology (IT) goods and services.** DVBE BUPs are a company's commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts in the State, not just those with the State. DVBE BUPs must be submitted to and approved by the DGS-PD prior to the bid due date. Please call the DGS-PD, Office of Small Business and DVBE Outreach and Education for assistance. Bidders choosing this option must properly complete and submit STD 840 (Side 1) and include a copy of its approval letter with the bid; failure to submit these documents shall render your bid non-responsive.

## RESOURCES AND INFORMATION

For assistance in preparing a responsive participation document, **contact the contracting official at the awarding department for this solicitation.** In accordance with Public Contract Code Section 10115.2(b)(3), bidders must advertise in trade and focus publications unless the requirement is waived. The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in meeting these contract requirements. To obtain this list, please contact the DGS-PD Office of Small Business and DVBE Outreach and Education and request the "DVBE Resource Packet."

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### U.S. Small Business Administration (SBA)

*Internet contact only – see instructions for website navigation*

PRONET Database: <http://www.pro-net.sba.gov>

### FOR:

**Service-Disabled Veteran-owned businesses in California**

(Remember to verify each DVBE's California certification.)

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**Local Organizations** (see the DVBE Resource Packet available from DGS-PD DVBE Program Section listed below)

### FOR:

**List of potential DVBE subcontractors**

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### DGS-PD Office of Small Business and DVBE Certification (OSDC)

707 Third Street, Room 400, West Sacramento, CA 95605

Website: <http://www.pd.dgs.ca.gov/smbus>

24-hour automated information

& document requests: (916) 322-5060

Receptionist: (916) 375-4940

Fax: (916) 375-4950

### FOR:

**Directory of Certified DVBEs  
Certification Applications  
Certification Information  
Certification Status, Concerns**

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### DGS-PD Office of Small Business and DVBE Outreach and Education

707 Third Street, 2<sup>nd</sup> Floor, West Sacramento, CA 95605

Voice, 8 am—5 pm: (800) 559-5529

Fax: (916) 375-4597

### FOR:

**DVBE Program Participation Requirements  
DVBE Program Info. and Statewide Policy  
DVBE Resource Packet  
DVBE Business Utilization Plan  
Small Business/DVBE Advocates**

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### Advertisement Format Example

This example offers a suggested format that includes required information outlined in Option B, Good Faith Effort, Step 3. You can substitute the applicable information for the bolded, italicized words.

DVBEs are invited to participate as a potential subcontractor/supplier to perform a commercially useful function specific to ***DGS' IFB No. 12345*** for ***fencing materials in Chowchilla.***

***DVBE responses due to me 1/1/02;***

***Bids due to the State 1/15/02.***

Contact: ***ABC Company***

***Jane Doe, General Manager***

***123 Main Street, Sacramento, CA 95814***

voice: ***555/555-5555***; fax: ***555/555-5556***

or e-mail: ***jane.doe@abcco.com***

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### Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l):

The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of Section 1896.61(f); is certified in accordance with Section 1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function. A DVBE contractor, subcontractor or supplier is considered performing a commercially useful function when it meets the following criteria:

(1) The business concern is: responsible for the execution of a distinct element of the work of the contract; carrying out its obligation by actually performing, managing or supervising the work involved; and performing work that is normal for its business services and functions, and

(2) The business concern is not further subcontracting a greater portion of the work than would be expected by normal industry practices.

# DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

STD 840 (REV. 9-15-2003)

**Designation Of Option** Check the appropriate box(es) to indicate the option(s) with which you choose to comply, complete the applicable sections and attach the required supporting documentation. You are advised to read all instructions carefully prior to completing this form. Remember that only California certified DVBEs who can provide related goods and/or services may be used to satisfy these program solicitation requirements.

- ☐ **OPTION A – I commit to meeting the full DVBE contract participation requirement.**  
Complete STD 840, Section A.
- ☐ **OPTION B – I performed and documented a Good Faith Effort (GFE) in an attempt to obtain DVBE participation.**  
Complete STD 840, Section A (for GFE Steps 4 & 5) and STD 840 (REVERSE), Section B (for GFE Steps 1–3).
- ☐ **OPTION C – I submit a copy of my firm's "Notice of Approved DVBE Business Utilization Plan."**

## A. Full information must be provided.

**For contract participation commitment**, at least one DVBE must be listed. DVBEs must perform a commercially useful function. List the specific goods and/or services with the dollar and/or percentage value(s) that the DVBE(s) commit(s) to provide and the DVBE's tier (prime contractor = 0, subcontractor to prime contractor = 1, subcontractor to Tier 1 subcontractor = 2, etc.). If both the estimated dollar amount and percentage are listed, the higher value supercedes. Attach additional pages to list all other DVBE subcontractors/suppliers (you may use STD 840A). During contract performance, all requests for substituting named DVBEs must be made in accordance with the provisions of California Code of Regulations, Title 2, Section 1896.64(c).

**For Good Faith Effort (GFE)**, use this section to document your first completed contacts with (Step 4), and consideration of (Step 5), relevant DVBEs. Business reasons for non-selection must be documented. Attach additional pages to list all other DVBE contacts (you may use STD 840A). Copies of all written invitations and delivery confirmations must also be attached and submitted with the bid.

|  |  |  |   |                                 |                                 |      |
|--|--|--|---|---------------------------------|---------------------------------|------|
| BOTH SECTIONS MUST BE COMPLETED FOR GOOD FAITH EFFORT<br>AT LEAST ONE DVBE MUST BE NAMED FOR PARTICIPATION | Date Contacted<br>/ /  |  | DVBE Company Name (If you are the Prime and a DVBE enter your name, otherwise enter the solicited subcontractor.) |                                 |                                 |      |
|  | DVBE Contact Name & Reference #  |  | Telephone Number<br>( )   | Fax Number<br>( )               | E-mail (if available)           |      |
|  | Street Address, City, State and Zip Code   |  |   |                                 |                                 |      |
|  | OR   | <input type="checkbox"/> <b>Yes, I am, or I will subcontract with, the listed DVBE to provide the following goods and/or services:</b> |   |                                 |                                 |      |
|  |  | Specific Goods and/or Services   |   |                                 | Estimated \$ and/or %<br>\$ / % | Tier |
|  |  | <input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>                       |   |                                 |                                 |      |
|  |  |  |   |                                 |                                 |      |
|  | Date Contacted<br>/ /  |  | DVBE Company Name   |                                 |                                 |      |
|  | DVBE Contact Name  |  | Telephone Number<br>( )   | Fax Number<br>( )               | E-mail (if available)           |      |
|  | Street Address, City, State and Zip Code   |  |   |                                 |                                 |      |
| OR   | <input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b> |  |   |                                 |                                 |      |
|  | Specific Goods and/or Services   |  |   | Estimated \$ and/or %<br>\$ / % | Tier                            |      |
|  | <input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>             |  |   |                                 |                                 |      |
|  |  |  |   |                                 |                                 |      |

ATTACH ADDITIONAL PAGES (OR USE STD 840A) TO LIST ALL OTHER DVBE CONTACTS

Go to Side 2, Section B to continue Good Faith Effort documentation ⇨

**ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS**

STD 840A (EST. 9-15-2003)

- B. Documentation of Good Faith Effort Steps 1, 2 and 3**—Remember to carefully read all instructions prior to completing this form. Please refer to the Resources & Information page for detailed contact information and a sample advertisement format.

**STEP 1. Contact the Awarding Department** (the contracting official, unless another contact is specified) to identify potential DVBE subcontractors/suppliers, **and document this contact as required.**

|                 |              |                         |
|-----------------|--------------|-------------------------|
| Date<br>/ /     | Contact Name | Telephone Number<br>( ) |
| Describe Result |              |                         |

**STEP 2. Contact all of the following and document your contacts as required:** Other state and federal agencies and local organizations to identify potential DVBE subcontractors/suppliers.

**Other State Agency** – Procurement Division, Office of Small Business and DVBE Certification (Certification Office)

|   |             |  |              |   |
|---|-------------|--|--------------|---|
| PHONE<br>CONTACT<br><b>OR</b><br>ONLINE<br>SEARCH | Date<br>/ / | Telephone Number<br><b>(916) 322-5060</b><br><b>(916) 375-4940</b> | Contact Name | <input type="checkbox"/> <i>I contacted the Certification Office for a list of California certified DVBEs.</i>                |
|   | Date<br>/ / | Internet Address<br><b>http://www.pd.dgs.ca.gov/smbus</b>          |              | <input type="checkbox"/> <i>I searched the Certification Office's online database to identify California certified DVBEs.</i> |
| Describe Result                                   |             |  |              |   |

**Federal Agency** – U.S. Small Business Administration (SBA) online database

|                 |   |  |
|-----------------|---|--|
| Date<br>/ /     | Internet Address<br><b>http://www.pro-net.sba.gov</b> | <input type="checkbox"/> <i>I searched the federal online database for California DVBEs.</i> |
| Describe Result |   |  |

**Local DVBE Organizations** – Contact at least one local DVBE organization—refer to the DVBE Resource Packet for a list of acceptable contacts. (**http://www.pd.dgs.ca.gov/smbus** - select “DVBE Resource Packet” )

|                 |                   |              |  |
|-----------------|-------------------|--------------|--|
| Date<br>/ /     | Organization Name | Contact Name | Telephone Number and/or Internet Address<br>( ) <b>http://www.</b> |
| Describe Result |                   |              |  |

|                 |                   |              |  |
|-----------------|-------------------|--------------|--|
| Date<br>/ /     | Organization Name | Contact Name | Telephone Number and/or Internet Address<br>( ) <b>http://www.</b> |
| Describe Result |                   |              |  |

**STEP 3. Publish advertisements:** Two (2) advertisements: One (1) ad in an accepted trade paper; and one (1) ad in an accepted DVBE focus paper (please see the DVBE Resource Packet for a list of all accepted publications); unless the paper is dual purpose (fulfilling both trade and focus requirements), in which case one (1) ad is acceptable. **Document this step as required and remember to attach a copy of your advertisement(s).**

|   |  |                          |                         |
|---|--|--------------------------|-------------------------|
| <b>Focus Paper Name</b> (list full name)  |  | Contact Name             | Telephone Number<br>( ) |
| Address   |  | Date Ad Published<br>/ / |                         |
| <b>Trade Paper Name</b> (list full name)  |  | Contact Name             | Telephone Number<br>( ) |
| Address   |  | Date Ad Published<br>/ / |                         |
| <input type="checkbox"/> <i>I certify the ad was placed to reach both trade and focus audiences through this one publication.</i> |  |                          |                         |
| <b>Trade and Focus Paper Name</b> (list full name)  |  | Contact Name             | Telephone Number<br>( ) |
| Address   |  | Date Ad Published<br>/ / |                         |

**ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS**

STD 840A (EST. 9-15-2003)

***This document may be used as a continuation from Section A, STD 840 (REV. 9-15-2003)***

|  |                         |                   |                       |
|--|-------------------------|-------------------|-----------------------|
| Date Contacted<br>/ /                    | DVBE Company Name       |                   |                       |
| DVBE Contact Name                        | Telephone Number<br>( ) | Fax Number<br>( ) | E-mail (if available) |
| Street Address, City, State and Zip Code |                         |                   |                       |

|    |  |                                 |      |
|----|--|---------------------------------|------|
| OR | <input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b> |                                 |      |
|    | Specific Goods and/or Services   | Estimated \$ and/or %<br>\$ / % | Tier |
|    | <input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>             |                                 |      |

|  |                         |                   |                       |
|--|-------------------------|-------------------|-----------------------|
| Date Contacted<br>/ /                    | DVBE Company Name       |                   |                       |
| DVBE Contact Name                        | Telephone Number<br>( ) | Fax Number<br>( ) | E-mail (if available) |
| Street Address, City, State and Zip Code |                         |                   |                       |

|    |  |                                 |      |
|----|--|---------------------------------|------|
| OR | <input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b> |                                 |      |
|    | Specific Goods and/or Services   | Estimated \$ and/or %<br>\$ / % | Tier |
|    | <input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>             |                                 |      |

|  |                         |                   |                       |
|--|-------------------------|-------------------|-----------------------|
| Date Contacted<br>/ /                    | DVBE Company Name       |                   |                       |
| DVBE Contact Name                        | Telephone Number<br>( ) | Fax Number<br>( ) | E-mail (if available) |
| Street Address, City, State and Zip Code |                         |                   |                       |

|    |  |                                 |      |
|----|--|---------------------------------|------|
| OR | <input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b> |                                 |      |
|    | Specific Goods and/or Services   | Estimated \$ and/or %<br>\$ / % | Tier |
|    | <input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>             |                                 |      |

|  |                         |                   |                       |
|--|-------------------------|-------------------|-----------------------|
| Date Contacted<br>/ /                    | DVBE Company Name       |                   |                       |
| DVBE Contact Name                        | Telephone Number<br>( ) | Fax Number<br>( ) | E-mail (if available) |
| Street Address, City, State and Zip Code |                         |                   |                       |

|    |  |                                 |      |
|----|--|---------------------------------|------|
| OR | <input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b> |                                 |      |
|    | Specific Goods and/or Services   | Estimated \$ and/or %<br>\$ / % | Tier |
|    | <input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>             |                                 |      |

**ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS**

STD 840A (EST. 9-15-2003) (REVERSE)

|  |                         |                   |                       |
|--|-------------------------|-------------------|-----------------------|
| Date Contacted<br>/ /                    | DVBE Company Name       |                   |                       |
| DVBE Contact Name                        | Telephone Number<br>( ) | Fax Number<br>( ) | E-mail (if available) |
| Street Address, City, State and Zip Code |                         |                   |                       |

|    |  |                                 |      |
|----|--|---------------------------------|------|
| OR | <input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b> |                                 |      |
|    | Specific Goods and/or Services   | Estimated \$ and/or %<br>\$ / % | Tier |
|    | <input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>             |                                 |      |

|  |                         |                   |                       |
|--|-------------------------|-------------------|-----------------------|
| Date Contacted<br>/ /                    | DVBE Company Name       |                   |                       |
| DVBE Contact Name                        | Telephone Number<br>( ) | Fax Number<br>( ) | E-mail (if available) |
| Street Address, City, State and Zip Code |                         |                   |                       |

|    |  |                                 |      |
|----|--|---------------------------------|------|
| OR | <input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b> |                                 |      |
|    | Specific Goods and/or Services   | Estimated \$ and/or %<br>\$ / % | Tier |
|    | <input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>             |                                 |      |

|  |                         |                   |                       |
|--|-------------------------|-------------------|-----------------------|
| Date Contacted<br>/ /                    | DVBE Company Name       |                   |                       |
| DVBE Contact Name                        | Telephone Number<br>( ) | Fax Number<br>( ) | E-mail (if available) |
| Street Address, City, State and Zip Code |                         |                   |                       |

|    |  |                                 |      |
|----|--|---------------------------------|------|
| OR | <input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b> |                                 |      |
|    | Specific Goods and/or Services   | Estimated \$ and/or %<br>\$ / % | Tier |
|    | <input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>             |                                 |      |

|  |                         |                   |                       |
|--|-------------------------|-------------------|-----------------------|
| Date Contacted<br>/ /                    | DVBE Company Name       |                   |                       |
| DVBE Contact Name                        | Telephone Number<br>( ) | Fax Number<br>( ) | E-mail (if available) |
| Street Address, City, State and Zip Code |                         |                   |                       |

|    |  |                                 |      |
|----|--|---------------------------------|------|
| OR | <input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b> |                                 |      |
|    | Specific Goods and/or Services   | Estimated \$ and/or %<br>\$ / % | Tier |
|    | <input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>             |                                 |      |



## DVBE Program Requirements Supplier Checklist (REV. 9-15-2003)

Please do not submit this checklist with your bid. It is provided for your use only. Checking every box of your elected compliance option does not guarantee that your bid will be evaluated compliant.

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### ☐ **OPTION A: COMMITMENT TO DVBE CONTRACT PARTICIPATION**

---

- ☐ STD 840 included with bid
  - ☐ DVBE Written Agreement
  - ☐ Designated the Commitment Option – Checked the first box
  - ☐ Listed at least one California certified DVBE subcontractor
  - ☐ Checked the box(es) for “Yes ...”
  - ☐ Listed specific goods and/or services DVBE(s) agrees to provide
  - ☐ Proposed DVBE contract performance is a “commercially useful function” relevant to the contract
  - ☐ Listed the estimated dollar amount and/or percentage of contract for the DVBE’s participation
  - ☐ Proposed DVBE participation meets the 3% requirement (unless a different percentage is specified)
  - ☐ Attached a copy of the DVBE’s certification letter from the Department of General Services
- 

---

### ☐ **OPTION B: GOOD FAITH EFFORT (GFE)**

---

- ☐ STD 840 included with bid
  - ☐ Designated the GFE Option – Checked the second box
  - ☐ (Step 4) Listed all DVBEs contacted and invited to perform on the proposed contract
  - ☐ Confirmed that listed DVBEs are California certified
  - ☐ Attached copies of the invitations sent to the listed DVBEs
  - ☐ Invitations included the required contact information
  - ☐ Attached copies of the delivery confirmations for invitations to DVBEs (e.g. mail receipts, fax confirmations, etc.)
  - ☐ (Step 5) Checked the “No” boxes and listed the business reasons for non-selection of DVBEs contacted
  - ☐ (Step 1) Contacted the Awarding Department and listed contact and results
  - ☐ (Step 2) Contacted Other State agency (Office of Small Business and DVBE Certification) and listed the contact and results
  - ☐ (Step 2) Searched the Federal Pro-net internet database and noted the results
  - ☐ (Step 2) Contacted Local DVBE Organization(s) and listed the contact and results
  - ☐ (Step 3) Advertised – IF NOT WAIVED
    - Listed full information for the advertisement(s) and publication(s)
    - [2 ads in one trade and in one DVBE focus publication; **OR** 1 ad in one dual-purpose publication]
  - ☐ Attached a copy of the advertisement(s)
  - ☐ The advertisement(s) were published at least 14 days prior to the bid due date
  - ☐ The advertisement(s) included my required contact information
- 

---

### ☐ **OPTION C: BUSINESS UTILIZATION PLAN (BUP)**

---

- ☐ **Prior to the bid due date** -- Submitted a BUP to DGS-PD and received approval
  - ☐ STD 840 included with bid
  - ☐ Designated the BUP Option – Checked the third box
  - ☐ Attached a copy of the BUP Approval letter from DGS-PD
-

**CERTIFICATION CLAUSES**  
**Std. CC (New 3-04)**

**ATTACHMENT 3**  
**RFP 600-04-606**

**CONTRACTOR CERTIFICATION CLAUSES**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

|   |                                  |                          |
|---|----------------------------------|--------------------------|
| <i>Contractor/Bidder Firm Name (Printed)</i>    |                                  | <i>Federal ID Number</i> |
| <i>By (Authorized Signature)</i>                |                                  |                          |
| <i>Printed Name and Title of Person Signing</i> |                                  |                          |
| <i>Date Executed</i>                            | <i>Executed in the County of</i> |                          |

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs; and,
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and,

**CERTIFICATION CLAUSES**  
**Std. CC (New 3-04)**

- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)
4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.
5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

6. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
7. SWEATFREE CODE OF CONDUCT:
  - a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor,

## **CERTIFICATION CLAUSES**

### **Std. CC (New 3-04)**

- indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
8. **DOMESTIC PARTNERS:** Commencing on July 1, 2004 Contractor certifies that it is in compliance with Public Contract Code section 10295.3 with regard to benefits for domestic partners. For any contracts executed or amended, bid packages advertised or made available, or sealed bids received on or after July 1 2004 and prior to January 1, 2007, a contractor may require an employee to pay the costs of providing additional benefits that are offered to comply with PCC 10295.3.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.
- a. Current State Employees (PCC 10410):
- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
  - 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- b. Former State Employees (PCC 10411):
- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

## CERTIFICATION CLAUSES

### Std. CC (New 3-04)

- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
  - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
  - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
  - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body

## **CERTIFICATION CLAUSES**

### **Std. CC (New 3-04)**

which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

**Attachment 4**  
**RFP 600-04-606**  
**CUSTOMER REFERENCES**

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION  
CONTRACTS OFFICE

**CUSTOMER REFERENCES**

ATTACHMENT 4

Provide a minimum of 4 references, use additional pages as needed.

Reference #1

|  |  |
|--|--|
| Name of Organization   |  |
| Address  |  |
| Contact Name   |  |
| Contact Title  |  |
| Contact Phone Number   |  |
| Describe the services and products your firm provided to the organization. |  |

# ATTACHMENT 5

## STANDARD AGREEMENT

STD. 213 (NEW 06/03)

|                                       |
|---------------------------------------|
| AGREEMENT NUMBER<br><b>600-04-XXX</b> |
| REGISTRATION NUMBER                   |

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME

State Energy Resources Conservation and Development Commission (Commission)

CONTRACTOR'S NAME

2. The term of this Agreement is:

3. The maximum amount of this Agreement is: \$ 200,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work Pages

Exhibit B – Budget Detail and Payment Provision Pages

Exhibit C\* – General Terms and Conditions

Check mark one item below as Exhibit D:

☒ Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement) Pages

☐ Exhibit D - \*Special Terms and Conditions

Exhibit E – Additional Provisions Pages

Exhibit F – Contacts Page

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

| CONTRACTOR  |                           | California Department of General Services Use Only |
|---|---------------------------|--|
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)                 |                           |  |
| BY (Authorized Signature)<br> | DATE SIGNED (Do not type) |  |
| PRINTED NAME AND TITLE OF PERSON SIGNING  |                           |  |
| ADDRESS   |                           |  |
| STATE OF CALIFORNIA   |                           |  |
| AGENCY NAME<br>State Energy Resources Conservation and Development Commission (Commission)                      |                           |  |
| BY (Authorized Signature)<br> | DATE SIGNED (Do not type) |  |
| PRINTED NAME AND TITLE OF PERSON SIGNING<br>Cheryl Raedel, Contracts Office Manager                             |                           |  |
| ADDRESS<br>1516 Ninth Street, Sacramento, CA 95814  |                           |  |

☐ Exempt per:



## **ATTACHMENT 5**

### **EXHIBIT A**

## **SCOPE OF WORK**

### **PURPOSE**

Contractor agrees to provide to the State Energy Resources Conservation and Development Commission (Commission) the services as described herein:

### **General Requirements**

All tasks will be performed in response to Work Authorizations issued by the Commission Contract Manager and will be carefully coordinated with current or available support resources.

The Commission Contract Manager will direct the Contractor(s) and/or subcontractors. The Contractor(s) may manage a contractor team capable of undertaking all work assignments identified in this Work Statement. In all cases, the Contractor(s) must establish all necessary contractual relationships with all subcontractors and reimburse all subcontractors for services performed. The technical performance of the subcontractors shall be monitored by the Contractor(s) to the extent required by the Commission's Contract Manager on a case-by-case basis.

The Contractor(s) and/or subcontractors shall begin task work only after receiving a written Work Authorization to do so by the Commission Contract Manager. The specific task and the degree of effort for each task to be performed by the Contractor(s) or subcontractors will vary from project to project. All project work performed by the contractor team shall be directed by and coordinated with Commission staff as designated by the Commission Contract Manager. The actual costs of a completed, approved Work Authorization shall not exceed the authorized amount. If, in the performance of the work, the Contractor determines that the actual costs will exceed the estimated costs, the Contractor shall immediately notify the Commission Contract Manager.

Any expenses incurred by the Contractor that have not been duly authorized by the Commission Contract Manager shall be borne by the Contractor. No amendments to the Work Authorization shall be made for work undertaken without the specific, written approval of the Commission Contract Manager.

Timely response to specific Commission needs on short notice will be characteristic of some tasks. Identified subcontractor management and staff will be required to be available to the Commission Contract Manager within twenty-four (24) hours of initial contact or submission of a Work Authorization to the Contractor.

### **Contract Management<sup>1</sup>**

The Contractor(s) shall:

- Respond to requests or direction from the Commission's Contract Manager in a timely fashion.
- Manage the completion of all tasks under the Contract as agreed between the Contractor and the Commission's Contract Manager.

---

<sup>1</sup> Contract Management duties are required for all tasks.

## ATTACHMENT 5

- Provide oversight and first-level review of reports and documentation, and comment on the content of products from the contractor team, as requested by the Commission's Contract Manager on a case-by-case basis.
- Develop project schedules and assign work to the contractor team to ensure that tasks are completed efficiently, on schedule, and within the budget as agreed between the Contractor and the Commission project manager in the Work Authorization.
- At the request of the Commission's Contract Manager, the Contractor and subcontractors shall be available for meetings or provide written and/or verbal briefings to the Commission's staff or others. The cost of meetings will be included in each Work Authorization. The cost of meetings requested specifically by the Contractor will be borne solely by the Contractor.

### Work Authorizations

This is a "work authorization" Contract and no work shall be undertaken unless authorized by the Commission through a specific written document called a work authorization. The Commission Contract Manager shall prepare a Work Authorization for each item of work. Each Work Authorization shall state:

- Contract Number, Task Number, and Work Authorization Number (to be assigned by Commission Contract Manager)
- Purpose, objective, or goal to be undertaken
- Description (work statement) of the work to be accomplished
- Schedule and Deliverables (including any significant material to be developed and delivered and due dates for each)
- Identification of the contractor/subcontractor team
- Start/End Dates for the Work Authorization
- Contractor's person hours and billing rates
- Subcontractor Amount (if any)
- Any fees (G&A, ODC, etc.)
- Total cost of the Work Authorization

### Subcontractors

In the event subcontractors are part of the contractor's proposal, the Contractor shall manage and coordinate subcontractor activities. The Contractor is responsible for the quality of all subcontractor work and the Commission will assign all work to the Contractor. When new subcontractors are hired or added, the Contractor shall provide the Commission with updated Disabled Veteran Owned Business Enterprise (DVBE) forms.

Any subcontractor whose work within the proposal would be essential to completion of the tasks in this agreement not part of this RFP must be identified as a key subcontractor and identified specifically in the proposal. Unless given specific written permission to the contrary, any change in the assignment of key subcontractors after the award of the contract may be deemed a breach in the agreement by the Energy Commission and may result in the termination of the agreement.

The Contractor will work directly with and report to the Commission's Contract Manager on contract status and subcontractor work assignments and progress. Contractor will coordinate subcontractor accessibility to the Commission's Contract Manager.

## ATTACHMENT 5

The Contractor shall require subcontractors to provide invoices that correctly identify expenses charged to each contract task. The Contractor shall also provide subcontractor invoices for invoice payments, showing funds authorized, invoices submitted, and status.

The Contractor shall require subcontractors to copy the Commission's Contract Manager with all final, approved work statement deliverables. All work statement deliverables from the contractor team must be submitted as drafts for review and comment to the Commission Contract Manager.

### **Invoices**

The contractor shall prepare an invoice for all contract expenses performed. The official invoice is to be submitted to the Commission's Accounting Office. The Commission's contract manager will specify the invoice format. All contractor invoices must identify charges by task.

### **Monthly Progress Reports**

The Contractor shall provide monthly progress reports which summarize all contract activities conducted by the Contractor including contract expenditures to date. The progress report is due to the Commission Contract Manager within 15 days after the end of the month and each progress report shall coincide with the invoice period. The Commission Contract Manager will specify the report format and the number of copies to be submitted. The Contractor shall submit monthly progress reports to the Commission Contract Manager which describe:

Monthly progress in each task

The degree of completion for each task

Current and cumulative budget expenditure by task

Cumulative contract expenditures

Variance from planned expenditure schedule

Status of deliverables

DVBE contract expenditures

Problems, and other information requested by the Commission Contract Manager

The Commission Contract Manager will specify the report format and the number of copies to be submitted. All monthly progress reports will coincide with the invoice period.

### **Final Report and Final Meeting**

#### Summary

At the conclusion of the contract, the Contractor shall provide a comprehensive final *administrative* report, and a brief summary of the report, to the Commission Contract Manager. The Contractor shall prepare a summary that includes a statement of the problem, methods or techniques to solve the problem, conclusions and any additional follow-up or ongoing recommendations. The summary shall be prepared in language easily understood by the public or laypersons with a limited technical background.

#### Abstract

The Contractor shall prepare a brief (200 words or less) factual abstract of the most significant information contained in the final report.

## ATTACHMENT 5

### Final Technical Report

The Contractor shall prepare a draft final report that includes Tasks 1 through Task 6. The final report shall consist of each separate report developed under Tasks 1 through 6. The final report shall be submitted in draft form to the Commission Contract Manager for review and approval. The Contractor shall review recommendations for changes to the report with the Commission Contract Manager and incorporate the agreed-upon changes into the final version of the report. The Contractor shall meet with the Commission to present the findings, conclusions, and recommendations prior to the due date of the final technical report.

After approval of the final report by the Commission Contract Manager, the Contractor shall deliver, two bound paper copies, and one unbound paper copy of the report to the Commission Contract Manager. The unbound copy shall be single sided and camera ready, with graphics that are readable after photocopying. The contractor shall deliver an electronic copy (CD ROM) of full study text in Microsoft Word™ (version 97) or PDF file (Adobe version 4.0).

**Meeting** - Contractor shall meet with the Commission Contract Manager to present the findings, conclusions, and recommendations. Both the final meeting and the Final Report must occur on or before the ending term of this Agreement.

- 1) **Abstracts** - Contractor shall provide a brief (200 words or less) factual abstract of the most significant information contained in the report.
- 2) **Summary** - The summary shall include a statement of the problem, methods or techniques used to solve the problem, conclusions and any additional follow-up or ongoing recommendations. The summary shall be prepared in language and structure easily understood by members of the public who may have limited technical background.
- 3) **Format**--Final reports and summaries shall be prepared in the following manner:
  - ☐ Camera-ready originals, in black ink, which include originals of oversize material, and two copies.
  - ☐ Illustrations and graphs sized to 8 1/2 x 11 page.
  - ☐ Contractor's name shall only appear on the cover and title page as follows:

California Energy Commission  
Project Title  
Contract Number  
By (Contractor)

### Technical Tasks

## ATTACHMENT 5

### EXHIBIT B

#### Budget Detail and Payment Provision

1. **INVOICING PROCEDURES:** For services satisfactorily rendered, and upon receipt and approval of the invoices, the Energy Commission agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in this Exhibit. Contractor's actual rates cannot exceed the rates specified in this Exhibit.

Invoices shall include the Agreement Number and shall be submitted in duplicate not more frequently than monthly in arrears to:

California Energy Commission  
Accounting Office, MS-2  
1516 9<sup>th</sup> Street, First Floor  
Sacramento, California 95814

2. **BUDGET CONTINGENCY CLAUSE:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in Exhibit A, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

3. **TRAVEL AND PER DIEM RATES:** Contractor shall be reimbursed for travel and per diem expenses using the same rates provided to non-represented state employees. Contractor may obtain current rates from the Energy Commission Contract Officer. Travel expenses in excess of the state rates cannot be reimbursed.
4. **RETENTION:** The State shall retain from each invoice an amount equal to 10% of that invoice. The retained amount shall be held by the Energy Commission and released to Contractor only upon the Energy Commission's approval that the Contractor has satisfactorily completed all of the required services and the Final Report (if required) has been received and accepted.

If a contract consists of the performance of separate and distinct tasks, then any funds withheld for a particular task may be paid upon completion of that task.

Contractor shall invoice the State for retention withheld by the Energy Commission.

5. **PAYMENT TERMS:**

☐ *Monthly Flat Rate*                      ☐ *Quarterly Flat Rate*                      ☐ *One –Time Payment*  
☒ *Itemized Monthly or Quarterly Invoice*  
☐ *Advance Payment Not to Exceed \$ \_\_\_\_\_ or \_\_\_\_\_ % of Contract Amount*  
☐ *Reimbursement/Revenue*  
☐ *Other (Explain) (i.e. lump sum/deliverable)*

## ATTACHMENT 5

### 6. **CONDITIONS:**

- A. No payment shall be made in advance of services rendered.
- B. A request for payment must include an invoice with cost backup, such as, travel receipts (where appropriate) receipts for equipment or supplies, copies of subcontractor's invoice, deliverables as required by the Agreement, and written progress reports.
- C. Invoices shall identify charges by tasks, personnel, labor rates and hours, and expenses authorized by either this Agreement or subsequent Work Authorizations.
- D. Payments shall be made to Contractor for undisputed invoices. An undisputed invoice is an invoice submitted by the Contractor for services rendered and for which additional evidence is not required to determine its validity. Contractor will be notified via a Dispute Notification Form, within 15 working days of receipt of an invoice, if the State disputes the submitted invoice.
- E. Payment will be made in accordance with, and within the time specified, in Government Code Chapter 4.5, commencing with Section 927.
- F. Final invoice must be received by the Energy Commission no later than 30 calendar days after the Agreement termination date.
- G. The State will pay for State or local sales or use taxes on the services rendered or equipment, parts or software supplied to the Energy Commission pursuant to this Agreement. The State of California is exempt from Federal excise taxes, and no payment will be made for any taxes levied on employee's wages.

### 7. **FISCAL RECORD KEEPING**

Contractor shall furnish detailed itemization of, and retain all records relating to, direct expenses reimbursed to Contractor, and to hours of employment on this Contract by any employee of Contractor for which the Commission is billed. Such records shall be maintained for a period of three years after final payment of this Contract.

### 8. **BUDGET DETAIL**

## **ATTACHMENT 5**

### **EXHIBIT C GENERAL TERMS AND CONDITIONS**

PLEASE NOTE: This page will not be included with the final Agreement. The General Terms and Conditions will be included in the Agreement by reference to Internet site: [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts) choose. The exact terms to be used will be those appearing on the website the date the Agreement is signed by Contractor.

## ATTACHMENT 5

### **EXHIBIT D** **Special Terms and Conditions**

#### 1. **CONTRACT MANAGEMENT:**

- A. Contractor may change Project Manager but the Energy Commission reserves the right to approve any substitution of the Project Manager.
- B. The Energy Commission may change the Contract Manager by notice given Contractor at any time signed by the Contract Officer.
- C. Commission staff will be permitted to work side by side with Contractor's staff to the extent and under conditions that may be directed by the Energy Commission Contract Manager. In this connection, Commission staff will be given access to all data, working papers, etc., which Contractor may seek to utilize.
- D. Contractor will not be permitted to utilize Energy Commission personnel for the performance of services, which are the responsibility of Contractor unless the Contract Manager previously agrees to such utilization in writing and an appropriate adjustment in price is made. No charge will be made to Contractor for the services of Energy Commission employees while performing, coordinating or monitoring functions.

#### 2. **STANDARD OF PERFORMANCE:**

Contractor shall be responsible in the performance of Contractor's/subcontractor's work under this Agreement for exercising the degree of skill and care required by customarily accepted good professional practices and procedures. Any costs for failure to meet these standards, or otherwise defective services, which require reperformance, as directed by Contract Manager or its designee, shall be borne in total by the Contractor/subcontractor and not the Energy Commission. In the event the Contractor/subcontractor fails to perform in accordance with the above standard the following will apply. Nothing contained in this section is intended to limit any of the rights or remedies which the Energy Commission may have under law.

- A. Contractor/subcontractor will reperform, at its own expense, any task, which was not performed to the reasonable satisfaction of the Contract Manager. Any work reperformed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the Energy Commission.
- B. The Energy Commission shall provide a new schedule for the reperformance of any task pursuant to this paragraph in the event that reperformance of a task within the original time limitations is not feasible.
- C. If the Energy Commission directs the Contractor not to reperform a task; the Contract Manager and Contractor shall negotiate a reasonable settlement for satisfactory services rendered. No previous payment shall be considered a waiver of the Energy Commission's right to reimbursement.

#### 3. **SUBCONTRACTS:** Contractor shall enter into subcontracts with the following firms and/or individuals and shall manage the performance of the subcontractors.



**ATTACHMENT 5**  
**EXHIBIT D**

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**OR**

No Subcontractors are named for this Agreement. If subcontractors are needed to perform any portion of this Agreement, the following criteria must be met and Contractor shall manage the performance of the subcontractors.

**AND**

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and/or persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.
- B. Contractor shall be responsible for establishing and maintaining contractual agreements with and the reimbursement of each of, the subcontractors for work performed in accordance with the terms of this Agreement. Contractor shall be responsible for scheduling and assigning subcontractors to specific tasks in the manner described in this Agreement; coordinating subcontractor accessibility to Energy Commission staff, and submitting completed products to the Contract Manager.
- C. All subcontracts shall contain the following: 1) the audit rights and non-discrimination provision stated in the General Terms and Conditions (Exhibit C); 2) further assignments shall not be made to any third or subsequent tier subcontractor without additional written consent of the Contract Manager; and the confidentiality provisions in the Reports paragraph of this Agreement.
- D. Additions, Removal or Substitutions of Subcontractors

The Energy Commission reserves the right to replace a subcontractor, request additional subcontractors, and approve additional subcontractors requested by the Contractor. Such changes shall be subject to the following conditions:

- 1) If the Energy Commission or Contractor requires the replacement or addition of subcontractor(s), the subcontractor(s) shall be selected using 1) A competitive bid process conducted in conformance with the State's and the Energy Commission's procedures for competitive bids. For example, awards shall be made to the lowest bidder meeting the requirements of the bid document and obtaining a minimum of three bids. Contractor's competitive bid process shall be approved by the Contract Manager and Contract Officer prior to release of the bid document. 2). The Energy Commission may direct Contractor to sole source a subcontract with a specific firm, once the Contract Manager has obtained sole source approval via the Energy Commission's internal procedures. The Contract Manager shall provide

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justification for the sole source subcontract to the Contracts Officer using the "Subcontractor Add" memo described below.

- 2) The Contract Manager shall complete and submit to the Contract Officer a "Subcontractor Add" memo. This memo identifies the new subcontractor and what bidding method was used to obtain subcontractors (competitive or sole source).
- 3) Contractor shall submit any proposed subcontracts not originally identified in Contractor's proposal, or any substitution of subcontracts to the Energy Commission for its approval prior to Contractor entering into it. Upon the termination of any subcontract, the Contract Manager shall be notified immediately.

**E. Disabled Veteran Business Enterprise (DVBE) Changes**

The Contractor shall use the DVBE companies identified in its proposal or in any certifications identifying DVBE to be used in this Agreement. Contractor's failure to adhere to the DVBE participation may be cause for termination. In the event a replacement of a DVBE is necessary, the Contractor shall request written approval, in advance, from the Contract Manager and the Contract Officer. The procedure for replacing any DVBE is:

- 1) Contractor shall inform Contract Manager and Contract Officer in writing of the reason for the DVBE replacement.
- 2) Contractor shall attempt to replace the DVBE with a new DVBE providing the same services or identify other services in the Agreement a new DVBE could provide. Contractor shall complete revised DVBE certification forms (provided by the Contract Officer) identifying the new DVBE. If replacement is not a DVBE, Contractor shall complete steps in compliance with good faith efforts and submit appropriate DVBE documentation to the Contract Officer

**4. PERFORMANCE EVALUATION:**

Consistent with Public Contract Code Sections 10367 through 10371, the Energy Commission shall, upon completion of this Agreement, prepare a performance evaluation of the Contractor. Upon filing an unsatisfactory evaluation with the Department of General Services, Office of Legal Services (DGS) the Energy Commission shall notify and send a copy of the evaluation to the Contractor within 15 days. The Contractor shall have 30 days to prepare and send statements to the Energy Commission and the DGS defending his or her performance. The Contractor's statement shall be filed with the evaluation in the Energy Commission's Contract file and with DGS for a period of 36 months and shall not be a public record.

**5. REPORTS:**

- A. **Progress and Final Reports:** Contractor shall prepare progress reports summarizing all activities conducted by Contractor to date on a schedule as provided in Exhibit A. At the conclusion of this Agreement, Contractor shall prepare a comprehensive Final Report, on a schedule as provided in Exhibit A.
- B. **Title:** Contractor's name shall only appear on the cover and title page of reports as follows:

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California Energy Commission  
Project Title  
Contractor Number  
By (Contractor)

- C. **Ownership:** Each report shall become the property of the Energy Commission.
- D. **Non-disclosure:** Contractor will not disclose data or disseminate the contents of the final or any progress report without written permission of the Contract Manager, except as provided in F, below. Permission to disclose information on one occasion or at public hearings held by the Energy Commission relating to the same shall not authorize Contractor to further disclose and disseminate the information on any other occasion. Contractor will not comment publicly to the press or any other media regarding its report, or Commission's actions on the same, except to Commission staff, Contractor's own personnel involved in the performance of this Contract, or at a public hearing, or in response to questions from a legislative committee. Notwithstanding the foregoing, in the event any public statement is made by the Energy Commission or any other party, based on information received from the Energy Commission as to the role of Contractor or the content of any preliminary or final report, Contractor may, if it believes the statement to be incorrect, state publicly what it believes is correct.
- E. **Confidentiality:** No record which has been designated as confidential, or is the subject of a pending application of confidentiality, shall be disclosed by the Contractor, Contractor's employees or any tier of subcontractors, except as provided in 20 California Code of Regulations, Sections 2506 and 2507, unless disclosure is ordered by a court of competent jurisdiction (20 California Code of Regulations, Sections 2501, et seq.). At the election of the Contract Manager, Contractor, Contractor's employees and any subcontractor shall execute a "Confidentiality Agreement," supplied by the Contract Manager or Contract Officer. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality and nondisclosure of data.
- F. **Disclosure:** Ninety days after any document submitted by the contractor is deemed by the Contract Manager to be a part of the public records of the State, Contractor may, if it wishes to do so at its own expense, publish or utilize a report or written document but shall include the following legend:

**"LEGAL NOTICE"**

**"This report was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Energy Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this report; nor does any party represent that the use of this information will not infringe upon privately owned rights."**

6. **PURCHASE OF EQUIPMENT**

- A. Equipment identified in this Agreement is approved for purchase.

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- B. Equipment not identified in this Agreement shall be subject to prior written approval from the Contract Manager.
- C. All equipment purchased with Commission funds shall be made subject to the following terms and conditions:
  - 1) The Contract Officer will complete a Uniform Commercial Code (UCC.1) Financing Statement and submit it to the Contractor for signature. The Contract Officer will file the signed UCC.1 with the Secretary of State's Office. Invoices for equipment purchases associated with a UCC.1 will not be processed until the UCC.1 has been filed with the Secretary of State's Office.
  - 2) Title to all non-expendable equipment purchased in part or in whole with Commission funds shall remain with the Energy Commission.
  - 3) Contractor shall assume all risk for maintenance, repair, destruction and damage to equipment while in the possession or subject to the control of Contractor. Contractor is not expected to repair or replace equipment that is intended to undergo significant modification or testing to the point of damage/destruction as part of the work described in Exhibit A, Scope of Work.
- D. Upon termination or completion of this Agreement, Commission may:
  - 1) if requested by the Contractor, authorize the continued use of such equipment to further Public Interest Energy Research efforts,
  - 2) by mutual agreement with the Contractor, allow the Contractor to purchase such equipment for an amount not to exceed the residual value of the equipment as of the date of termination or completion of this Agreement, or
  - 3) request that such equipment be delivered to the Energy Commission with any costs incurred for such return to be borne by the Energy Commission.

7. **CONTRACT DATA, OWNERSHIP RIGHTS:**

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research or experimental, developmental or engineering work, or be usable or be used to define a design or process, or to support a premise or conclusion asserted in any deliverable document required by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, data or information, etc. It may be in machine form, such as punched cards, magnetic tape or computer printouts, or may be retained in computer memory.
- B. "Deliverable data" is that data which, under the terms of this Agreement, is required to be delivered to the Energy Commission and shall belong to the Energy Commission.
- C. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this Agreement, and which Contractor has reasonably demonstrated as being of a proprietary nature either by reason of copyright, patent or trade secret doctrines in full force and

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effect at the time when performance of this Contract is commenced. The title to "proprietary data" shall remain with the Contractor throughout the term of this Agreement and thereafter. The extent of the Energy Commission access to, and the testimony available regarding, the proprietary data shall be limited to that reasonably necessary to demonstrate, in a scientific manner to the satisfaction of scientific persons, the validity of any premise, postulate or conclusion referred to or expressed in any deliverable for this Agreement.

- D. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Contract. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Contract at the Energy Commission's expense, together with complete documentation thereof, shall be treated in the same manner as "generated data." "Generated data" shall be the property of the Energy Commission, unless and only to the extent that it is specifically provided otherwise in this Agreement.
- E. As to "generated data" which is reserved to Contractor by the express terms hereof, and as to any pre-existing or "proprietary data" which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, Contractor shall preserve the same in a form which may be introduced as evidence in a court of law at Contractor's own expense for a period of not less than three years after receipt by the Energy Commission of the Final Report herein.
- F. Before the expiration of the three years, and before changing the form of or destroying any data, Contractor shall notify the Energy Commission of any contemplated action and the Energy Commission may, within thirty (30) days after notification, determine whether it desires the data to be preserved. If the Energy Commission so elects, the expense of further preserving data shall be paid for by the Energy Commission. Contractor agrees that the Energy Commission may at its own expense, have reasonable access to data throughout the time during which data is preserved. Contractor agrees to use its best efforts to furnish competent witnesses or to identify competent witnesses to testify in any court of law regarding data.

8. **RIGHTS OF PARTIES IN COPYRIGHTS, PHYSICAL WORKS OF ART AND FINE ART:**

The Contractor; by signing this Contract, expressly grants to the Energy Commission for all copyrightable material, work of art and original work of authorship first produced, composed or authored in the performance of this Contract a royalty-free, paid-up, non-exclusive, irrevocable, nontransferable, worldwide license to produce, translate, publish, use, dispose of, reproduce, prepare derivative works based on, distribute copies of, publicly perform, or publicly display a work of art or fine art, and to authorize others to produce, translate, publish, use, dispose of, reproduce, prepare derivative works based on, distribute copies of, publicly perform, or publicly display a work of art or fine art.

Contractor, by signing this Contract, expressly conveys to the Energy Commission all ownership of the physical works of art and fine art produced under this Contract. Contractor agrees it does not reserve any rights to the physical works of art and fine art produced under this Contract.

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Contractor shall obtain these same rights for the Energy Commission from all subcontractors and others who produce copyrightable material, works of art, or works of fine art under this Contract. Contractor shall incorporate these paragraphs, modified appropriately, into its agreements with subcontractors. No subcontract shall be entered into without these rights being assured to the Energy Commission from the subcontractor.

9. **PUBLIC HEARINGS**: If public hearings on the scope of work are held during the period of the Contract, Contractor will make available to testify the personnel assigned to this Agreement. The Energy Commission will reimburse Contractor for compensation and travel of the personnel at the Contract rates for the testimony which the Energy Commission requests.
10. **DISPUTES**: In the event of a Contract dispute or grievance between Contractor and the Energy Commission, both parties shall follow the following two-step procedure. Contractor shall continue with the responsibilities under this contract during any dispute.

A. Commission Dispute Resolution

The Contractor shall first discuss the problem informally with the Contract Manager. If the problem cannot be resolved at this stage, the Contractor must direct the grievance together with any evidence, in writing, to the Contracts Officer. The grievance must state the issues in the dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Contracts Officer and the Program Office Manager must make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor. The Contracts Officer shall respond in writing to the Contractor, indicating a decision and explanation for the decision. Should the Contractor disagree with the Contracts Officer decision, the Contractor may appeal to the second level.

The Contractor must prepare a letter indicating why the Contracts Officer's decision is unacceptable, attaching to it the Contractor's original statement of the dispute with supporting documents, along with a copy of the Contracts Officer's response. This letter shall be sent to the Energy Commission's Executive Director within ten (10) working days from receipt of the Contracts Officer's decision. The Executive Director or designee shall meet with the Contractor to review the issues raised. A written decision signed by the Executive Director or designee shall be returned to the Contractor within twenty (20) working days of receipt of the Contractor's letter. The Executive Director may inform the Energy Commission of the decision at an Energy Commission business meeting. Should the Contractor disagree with the Executive Director's decision, the Contractor may appeal to the Energy Commission at a regularly scheduled business meeting. Contractor will be provided with the current procedures for placing the appeal on an Energy Commission Business Meeting Agenda.

B. Binding Arbitration

Should the Energy Commission's Dispute Resolution procedure above fail to resolve a contract dispute or grievance to the satisfaction of the Contractor, the Contractor and Commission mutually may elect to have the dispute or grievance resolved through binding arbitration. If one party does not agree, the matter shall not be submitted to arbitration. The arbitration proceeding shall take place in Sacramento County, California, and shall be governed by the commercial arbitration rules of the American Arbitration Association (AAA) in effect on the date the arbitration is initiated. The dispute or

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grievance shall be resolved by one (1) arbitrator who is an expert in the particular field of the dispute or grievance. The arbitrator shall be selected in accordance with the aforementioned commercial arbitration rules. If arbitration is mutually decided by the parties, arbitration is in lieu of any court action and the decision rendered by the arbitrator shall be final (not appealable to a court through the civil process). However, judgment may be entered upon the arbitrator's decision and is enforceable in accordance with the applicable law in any court having jurisdiction over this Agreement. The demand for arbitration shall be made no later six (6) months after the date of the contract's termination, despite when the dispute or grievance arose, and despite the applicable statute of limitations for a suit based on the dispute or grievance. If the parties do not mutually agree to arbitration, the parties agree that the sole forum to resolve a dispute is state court.

The cost of arbitration shall be borne by the parties as follows:

- 1) The AAA's administrative fees shall be borne equally by the parties;
- 2) The expense of a stenographer shall be born by the party requesting a stenographic record;
- 3) Witness expenses for either side shall be paid by the party producing the witness;
- 4) Each party shall bear the cost of its own travel expenses;
- 5) All other expenses shall be borne equally by the parties, unless the arbitrator apportions or assesses the expenses otherwise as part of his or her award.

At the option of the parties, any or all of these arbitration costs may be deducted from any balance of Contract funds. Both parties must agree, in writing, to utilize contract funds to pay for arbitration costs.

10. **TERMINATION:**

The parties agree that because the Energy Commission is a state entity and contracts on behalf of all Californian rate payers, it is necessary for the Energy Commission to be able to terminate, at once, upon the default of Contractors and to proceed with the work required under the Agreement in any manner the Energy Commission deems proper. Contractor specifically acknowledges that the unilateral termination of the Agreement by the Energy Commission under the terms set forth below is an essential term of the Agreement, without which the Energy Commission would not enter into the Agreement. Contractor further agrees that upon any of the events triggering the unilateral termination the Agreement by the Energy Commission, the Energy Commission has the sole right to terminate the Agreement, and it would constitute bad faith of the Contractor to interfere with the immediate termination of the Agreement by the Energy Commission.

This Agreement may be terminated for any reason set forth below.

A. **With Cause**

In the event of any breach by the Contractor of the conditions set forth in this Agreement, the Energy Commission may, without prejudice to any of its legal remedies, terminate this Agreement for cause upon five (5) days written notice to the Contractor. In such event, Commission shall pay Contractor only the reasonable value of the services theretofore rendered by Contractor, as may be agreed upon by the parties or determined by a court of law, but not in excess of the contract maximum payable. "Cause" includes without limitation:

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- 1) Failure to perform or breach of any of the terms or covenants at the time and in the manner provided in this Agreement; or
- 2) Contractor is not able to pay its debts as they become due and/or Contractor is in default of an obligation that impacts his ability to perform under this Agreement; or
- 3) It is determined after notice and hearing by the Energy Commission or the Executive Director that gratuities were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the Energy Commission, with a view toward securing an Agreement or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of the Agreement; or
- 4) Significant change in Commission policy such that the work or product being funded would not be supported by the Energy Commission; or
- 5) Reorganization to a business entity unsatisfactory to the Energy Commission; or
- 6) The retention or hiring of subcontractors, or the replacement or addition of personnel that fail to perform to the standards and requirements of this Agreement.

**B. Without Cause**

The Energy Commission may, at its option, terminate this Agreement without cause in whole or in part, upon giving thirty (30) days advance notice in writing to the Contractor. In such event, the Contractor agrees to use all reasonable efforts to mitigate the Contractor's expenses and obligations hereunder. Also, in such event, the Energy Commission shall pay the Contractor for all satisfactory services rendered and expenses incurred within 30 days after notice of termination which could not by reasonable efforts of the Contractor have been avoided, but not in excess of the maximum payable under this Agreement.

**11. WAIVER:**

No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of the Energy Commission to enforce at any time any of the provisions of this Contract, or to require at any time performance by Contractor of any of the provisions, shall in no way be construed to be a waiver of those provisions, nor in any way affect the validity of this Contract or any part of it or the right of the Energy Commission to thereafter enforce each and every such provision.

**12. CAPTIONS:**

The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference and do not define, limit, or extend the scope or intent of the clauses.



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13. **PRIOR DEALINGS, CUSTOM OR TRADE USAGE:**

In no event shall any prior course of dealing, custom or trade usage modify, alter, or supplement any of these terms.

14. **NOTICE:**

Notice to either party may be given using the following delivery methods, certified mail, Federal Express, United Parcel Service, or personal delivery, providing evidence of receipt, to the respective parties identified on page one of this Agreement.

Delivery by fax or e-mail is not considered notice for the purpose of this Agreement. Notice shall be effective when received, unless a legal holiday for the State commences on the date of the attempted delivery. In which case, the effective date shall be postponed 24 hours, or whenever the next business day occurs.

15. **STOP WORK:**

The Contract Officer may, at any time, by written notice to Contractor, require Contractor to stop all or any part of the work tasks in this Agreement. Stop Work Orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in project schedule, misrepresentations and the like.

- A. Compliance Upon receipt of such stop work order, Contractor shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.
- B. Equitable Adjustment An equitable adjustment shall be made by Commission based upon a written request by Contractor for an equitable adjustment. Such adjustment request must be made by Contractor within thirty (30) days from the date of receipt of the stop work notice.
- C. Revoking a Stop Work Order Contractor shall resume the stopped work only upon receipt of written instructions from the Energy Commission Contract Officer canceling the stop work order.

16. **INTERPRETATION OF TERMS:** Any inconsistency between the terms of any exhibits shall be resolved in favor of Exhibit A, Scope of Work and Exhibit D, Special Terms and Conditions.

17. **CONTRACTOR DUTIES, OBLIGATIONS AND RIGHTS:** The Contractor under the performance of this Agreement has been fully informed of its duties, obligations and rights under Public Contract Code, Section 10381, and any additional Contractor's rights and obligations which should be included.

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### EXHIBIT E

#### ADDITIONAL PROVISIONS

1. CONFIDENTIALITY:

A. Designation of Confidentiality

The Contractor has not identified any confidential items to be delivered under this Agreement.

**OR**

The Energy Commission agrees to keep confidential the items listed in Exhibit E, Attachment 1.

**AND**

The Executive Director makes the determination regarding a designation of confidentiality pursuant to 20 CCR 2505. In the event there is a disagreement regarding the confidential designation, Contractor may appeal the Executive Director's determination to the full Commission.

B. Public and Confidential Deliverables: Identifying and Submitting Confidential Information

All public deliverables including, but not limited to, progress reports, task deliverables and the Final Report shall not contain confidential information unless the confidential information is specifically identified in Exhibit E, Attachment 1 or has been designated as confidential pursuant to 20 CCR 2505. In such event, the Contractor shall prepare the deliverable in two separate volumes, one for public distribution and one to be maintained in the Energy Commission's confidential records located in the Contract's Office. All confidential information submitted by the Contractor shall be marked "Confidential" on each page of the document containing the confidential information and presented in a sealed package to the Energy Commission Contract Officer. (Non-confidential deliverables are submitted to the Contract Manager.) All confidential information will be contained in the "confidential" volume, no confidential information will be in the "public" volume. Only those items specifically listed in Exhibit E, Attachment 1 or in a subsequent determination of confidentiality pursuant to 20 CCR 2505 qualify as confidential deliverables.

C. Future Confidential Information

The Contractor and the Energy Commission agree that during this Agreement, it is possible that the Contractor may develop additional data or information not originally anticipated as deliverables that the Contractor considers to be protectable as confidential information. In this case, Contractor shall follow the procedures for designation of confidential information in 20 CCR 2505 including: an application for confidentiality in subdivision (a)(1-4); the automatic designation of confidentiality in subdivision (a)(5); or information submitted under a contract in subdivision (c)(2)(B). The Energy Commission Executive Director makes the determination of confidentiality. Such subsequent determinations may be added to this Agreement.

## ATTACHMENT 5

- D. Disclosure of confidential information by the Energy Commission may be made only pursuant to 20 CCR 2506 and 2507. All confidential data, records or deliverables that are legally disclosed by the Contractor or any other entity become public records and are no longer subject to the above confidentiality designation.
2. **PROPOSAL INTERPRETATION:** This project shall be conducted in accordance with the terms and conditions of Commission Request for Proposal, number 600-04-606, Transportation Metrics to Measure Petroleum Reduction, Non-Petroleum Fuels/Technology Use and Vehicle Improvements, Contractor's proposal dated \_\_\_\_\_ and this Agreement. The Contractor's proposal is not attached, but is expressly incorporated by reference into this Agreement. In the event of conflict or inconsistency between the terms of this Agreement and the Contractor's proposal, this Agreement shall be considered controlling.
3. **WORK AUTHORIZATION PROCESS:** The Energy Commission Contract Manager shall prepare a Work Authorization.(WA) directing the work the Contractor provides. All WA shall be in writing, numbered sequentially and approved by the Contractor's Project Manager and Commission's Contract Manager before beginning work. The Energy Commission Contract Manager shall file all signed WA with the Energy Commission Contracts Office. Each WA shall detail the following:
1. Detailed scope of work and what task the WA falls within related to this Agreement, objective or goals, the technology area and identification of the Contract/subcontractor team.
  2. All significant materials to be developed or services delivered. Identification of any materials to be furnished by the Energy Commission to the Contractor. The due dates for materials or services performed under the WA. The time period for entire WA. Estimated budget including person hours, hourly rates, travel expenses, and total cost of the WA.
- A. The Energy Commission reserves the right to require the Contractor to stop or suspend work on any WA. The Energy Commission Contract Manager shall provide in writing to the Contractor's Project Manager notice of the date work is halted or suspended. Costs incurred to that date shall be reimbursed in accordance with the termination clause.
- B. The actual costs of a completed WA shall not exceed the authorized amount, except under the following condition:
- If, in the performance of the work, the Contractor determines that the actual costs will exceed the estimated costs, Contractor shall immediately notify the Energy Commission Contract Manager. Upon such notification, the Energy Commission Contract Manager may:
- 1) Alter the scope of the WA to accomplish the work within the estimated costs; or
  - 2) Augment the dollar amount of the WA via an amendment; or
  - 3) Authorize the Contractor to complete the work for the actual costs; or
  - 4) Terminate the WA.
- C. Each WA shall be incorporated into this Agreement. However, it is understood and agreed by both parties that all of the terms and conditions of this Agreement shall remain in force with the inclusion of any such WA. A WA shall in no way constitute an independent

## ATTACHMENT 5

contract, other than as provided pursuant to this Agreement, nor in any way amends or supersedes any of the other provisions of this Agreement.

### 4. **CONFLICT OF INTEREST:**

- A. Contractor agrees to continuously review new and upcoming projects in which members of the Contractor team may be involved for potential conflicts of interest. Contractor shall report its findings in its progress report.
- B. Contractor shall submit a completed Fair Political Practices Commission Form 700, "Statement of Economic Interests" for each consultant as directed by the Energy Commission's Contract Manager in consultation with the Energy Commission's Chief Counsel's Office to file a statement.
- C. No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. This does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract which amounts to no more than 10 percent of the total monetary value of the consulting services contract.
- D. State Administrative Manual--Information Technology, Section 5202:
  - 1) Exclusion for Conflict of Interest:  
No consultant shall be paid out of state funds for developing recommendations on the acquisition of Electronic Data Processing (EDP) products or services or assisting in the preparation of a feasibility study, if that consultant is to be a source of such acquisition or would otherwise directly and/or materially benefit from the state adoption of such recommendations or the course of action recommended in the feasibility study. Further, no consultant shall be paid out of state funds for developing recommendations on the disposal of state surplus EDP products if that consultant would directly and/or materially benefit from state adoption of such recommendations.
  - 2) Follow-on Contracts  
No person, firm, or subsidiary thereof who has been awarded a consulting services contract, or a contract which includes a consulting component, may be awarded a contract for the provision of services, delivery of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a state agency to develop a feasibility study or provide formal recommendations for the acquisition of EDP products or services is precluded from contracting for any work recommended in the feasibility study or the formal recommendation.

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### EXHIBIT E ATTACHMENT 1

#### PARAGRAPHS APPLY TO FEDERALLY FUNDED AGREEMENTS ONLY

1. INTELLECTUAL PROPERTY

Refer to Exhibit E, "APPENDIX B, Intellectual Property Provisions – Assistance"

2. ANY SPECIAL CONDITIONS

Grants Office will advise if required

3. FEDERAL FUNDING LANGUAGE

It is understood and agreed upon by the parties to this Agreement that partial funding for this Agreement is dependent upon a federal agreement which is scheduled to terminate June 30, 2005, and the following provisions:

- A. This Agreement is subject to any additional restrictions, limitations or conditions enacted by Congress or any statute enacted by Congress that may affect the provisions, terms or funding of this Agreement.
- B. It is mutually agreed if Congress does not appropriate sufficient funds for the program, that this Agreement shall be amended to reflect any reduction in funds.
- C. The Energy Commission has the option to terminate this Agreement at any time upon thirty-(30) days written notice to Contractor. Further details are in accordance with the Paragraph entitled "Termination, Energy Commission's Option."

4. PVEA SEP FUNDING LANGUAGE

It is understood and agreed upon by the parties to this Agreement that partial funding for this Agreement is dependent upon a federal oil overcharge fund agreement that is scheduled to terminate June 30, 2005, and the following provisions apply:

- A. Funding for this Agreement is subject to the approval of the United States Department of Energy and to any additional restrictions, limitations, or conditions imposed by the United States Department of Energy, federal law, federal court judgments, and/or federal agency orders which may affect the provisions or terms of this Agreement.
- B. The Energy Commission has the option to void the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.
- C. The Energy Commission will apply for an extension in April of each fiscal year, to begin July 1st of the next fiscal year.

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### 5. PVEA STRIPPER WELL PLAN LANGUAGE

It is understood and agreed upon by the parties to this agreement that partial funding for this Agreement is from a federal oil overcharge fund and the following provisions apply:

- A. Funding for this Agreement is subject to the approval of the United States Department of Energy and to any additional restrictions, limitations, or conditions imposed by the United States Department of Energy, federal law, federal court judgments, and/or federal agency orders which may affect the provisions or terms of this Agreement.
- B. The Energy Commission has the options to void the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

### 6. GRANTS REQUIREMENTS

The Office of Management and Budget (OMB) Circulars and /or federal regulations below are incorporated as part of this agreement. These terms and Conditions and any Special Conditions take precedence over the circulars and/or regulations checked below. OMB Circulars may be accessed on the OMB web site at [www.whitehouse.gov/omb/circulars/index.html](http://www.whitehouse.gov/omb/circulars/index.html) or by calling the Office of Administration, Publications Office, at (202) 395-7332.

- ☐ Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- ☐ OMB Circular A-110: Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (also applicable to private entities)
- ☐ Title 10 Code of Regulations (CFR) Part 600: DOE Financial Assistance Regulations ([www.pr.doe.gov/f600toc.html](http://www.pr.doe.gov/f600toc.html))
- ☐ OMB Circular A-87: Cost Principles for State, Local and Tribal Governments
- ☐ OMB Circular A-21: Cost Principles Applicable to Grants, Contracts, and Other Agreements with Institutions of Higher Education (public and private colleges and universities)
- ☐ OMB Circular A-122: Cost Principles Applicable to Grants, Contracts, and Other Agreements with Non-Profit Organizations (non-profit organizations and individuals, except for those specifically exempted)
- ☐ OMB Circular A-133: Audits of States, Local Governments, and Non-Profit Organizations
- ☐ Title 48 CFR, Ch. 1, Subpart 31.2: Contracts with Commercial Organizations (Supplemented by 48 CFR, Ch. 9, Subpart 931.2 for Department of Energy grants) (commercial firms and certain non-profit organizations) ([www.access.gpo.gov/nara/cfr/cfr-table-search.html](http://www.access.gpo.gov/nara/cfr/cfr-table-search.html))
- ☐ Other: \_\_\_\_\_

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☐ None

### 7. PATENTS, DATA, AND COPYRIGHTS

10 CFR 600.27, 48 CFR, and Attachment A apply. 10 CFR 600.27 is available via the Internet at [www.pr.doe.gov/fahome](http://www.pr.doe.gov/fahome).

### 8. DISCLAIMER OF FEDERAL ENDORSEMENT

Neither contractor nor any subcontractor shall claim Federal endorsement. Any U.S. Department of Energy (DOE.) support for this invention, any other- product, supply, report, etc., resulting from grant **NUMBER**, therefore, shall not be construed to imply a Federal endorsement of the aforesaid item, either as it exists now, or in any later modified form. The contractor agrees also not to hold the DOE liable for any detrimental consequences which might ensue from any item resulting from grant **NUMBER** that could create a hazard to people or to property.

### 9. RIGHTS OF PARTIES

Patent rights, rights in technical data, copyrights, and rights to invention shall follow the federal requirements. The Energy Commission claims no additional ownership in such rights. However:

- A. The Energy Commission shall be granted a no-cost, nonexclusive, nontransfereable, irrevocable license to use or have practiced for or on behalf of the State of California the subject invention(s) for governmental purposes. Recipient must obtain agreements to effectuate this clause with all persons or entities obtaining ownership interest in the patented subject inventions,
- B. The Energy Commission shall be granted the no-cost use of the technical data first produced or specifically used in the performance of this grant,
- C. The Energy Commission shall be granted a royalty-free nonexclusive, irrevocable, nontransferable license to produce, translate, publish, use and dispose of, and to authorize others to produce, translate, publish, use and dispose of all copyrightable material first produced in the performance of this grant.

### 10. NOTICE REGARDING UNALLOWABLE COSTS AND LOBBYING ACTIVITIES FOR PROGRAMS WHOSE PURPOSE IS TO PROMOTE SPECIFIC ENERGY TECHNOLOGIES, SOURCES, OR CONCEPTS

The Contractor or Awardee is cautioned to carefully review the allowable cost and other provisions applicable to expenditures under grant **NUMBER**. If financial assistance funds are spent for purposes or in amounts inconsistent with the allowable cost or any other provisions governing expenditures this grant, the Government may pursue a number of remedies against the Contractor or Awardee, including in appropriate circumstances, recovery of such funds, termination of the award, suspension or debarment of the Contractor or Awardee from future awards, and criminal prosecution for false statements.

Particular care should be taken by the Contractor or Awardee to comply with the provisions prohibiting the expenditure of funds for lobbying and related activities. Financial assistance

## ATTACHMENT 5

awards may be used to describe and promote the understanding of scientific and technical aspects of specific energy technologies, but not to encourage or support political activities such as the collection and dissemination of information related to potential, planned, or pending legislation.

11. LOBBYING RESTRICTION (ENERGY & WATER DEVELOPMENT APPROPRIATIONS ACT, 1999)

The contractor or awardee agrees that none of the funds obligated under this agreement shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

12. LOBBYING RESTRICTION (DEPARTMENT OF INTERIOR & RELATED AGENCIES APPROPRIATIONS ACT, 1999)

The contractor or awardee agrees that none of the funds obligated on this agreement shall be made available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete. This restriction is in addition to those prescribed elsewhere in statute and regulation.

13. AGREEMENT ON BUY AMERICAN ACT REQUIREMENTS

- A. The Contractor agrees to comply with sections 2 through 4 of the Act of March 3, 1933 (41 U.S.C. 10a-10c, popularly known as the "Buy American Act"). The Contractor should review the provisions of the Act to ensure that expenditures made under this agreement are in accordance with it.
- B. It is the sense of the Congress of the United States that only American-made equipment and products should be purchased with financial assistance provided under this agreement.

14. POLITICAL ACTIVITY LIMITATIONS (HATCH ACT)

- A. Except for an officer or employee of an educational institution or system, as defined in 5 U.S.C. Section 1501 (4) (b), an employee or officer of a state or local governmental agency or subdivision, as defined in 5 U.S.C. Section 1501, which receives United States or federal agency funds as payment under a contract, may not:
  - 1) Use or attempt to use his or her official authority or position to interfere with or affect the result of an election or nomination for office;
  - 2) Cause or attempt to cause a state or local employee or officer to provide or contribute anything of value to any person or organization for political purposes; or
  - 3) Be a candidate for elective office except in a non-partisan election as defined in 5 U.S.C. Section §1503.
- B. Subsection (A) (3) of this section does not apply to :



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- 1) The Governor or Lieutenant Governor of a state or person authorized by law to act as Governor;
- 2) A duly elected head of an executive department of a state or municipality who is not classified under a state or municipal merit or civil-service system; or
- 3) An individual holding elective office.

### 15. SITE VISITS

The California Energy Commission, the DOE, and/or their designees may make visits to the Contractor's project site, suppliers, subcontractors, and/or demonstration sites as frequently as necessary to:

- A. Review project accomplishments and management control systems, and
- B. Provide such technical assistance, as may be required.

### **"LEGAL NOTICE"**

**"This document was prepared as a result of work sponsored by the California Energy Commission through a federal grant agreement (grant number) with U.S. Department of Energy. It does not necessarily represent the views of the Federal Government, the Energy Commission, its employees, or the State of California. The Federal Government, the Energy Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights."**

### 16. NON-DISCRIMINATION CLAUSE

If this (Award) Agreement is funded in part through federal financial assistance, Contractor and its subcontractors shall comply with Title VI of the Civil Rights Act of 1964 (42 United States Codes Section 2000d, et seq.) and Title IX of the Education Amendments of 1972 (20 United States Code Section 1681, et seq.) and shall not unlawfully discriminate against any beneficiary under this Agreement because of race, color, national origin, or sex. For purposes of complying with this provision the term "beneficiary" refers to any person or entity in the United States that is intended to benefit directly or indirectly from the performance of this Agreement. Contractor and its subcontractors shall inform beneficiaries of their rights under Title VI and Title IX by posting a copy of the Department of Energy's Nondiscrimination Poster, or its equivalent, in their places of business and by referring questions concerning a beneficiary's rights to the Energy Commission's Equal Employment Opportunity Officer.

### 17. PURCHASE OF RECYCLED PRODUCTS

Under the Resource Conservation and Recovery Act, section 6002, any State agency or agency of a political subdivision of a State which is using appropriated Federal funds must comply with Section 6002. Section 6002 requires that preference be given in procurement programs to the

## ATTACHMENT 5

purchase of specific products containing recycled materials identified in the guidelines developed by the Environmental Protection Agency (EPA). The list of products can be obtained at [www.epa.gov/epaoswer/non-hw/procure/products.htm](http://www.epa.gov/epaoswer/non-hw/procure/products.htm) or by contacting the DOE Golden Field Office. Accordingly, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

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### EXHIBIT F CONTACT PERSONS

|   |   |
|---|---|
| <b>Commission Contract Manager:</b><br><br>NAME, MS-XX<br>California Energy Commission<br>1516 Ninth Street<br>Sacramento, CA 95814<br>Phone (916) NUMBER<br>e-mail: <a href="mailto:NAME@energy.state.ca.us">NAME@energy.state.ca.us</a>   | <b>Contractor Project Manager:</b><br><br>(Name)<br>(Contractor Name)<br>Address<br><br>Phone:<br>Fax:<br>e-mail        |
| <b>Commission Contract Officer:</b><br><br>Elizabeth Stone, MS-18<br>California Energy Commission<br>1516 Ninth Street<br>Sacramento, CA 95814<br>Phone: (916) 654-5125<br>Fax: (916) 654-4423<br>e-mail: <a href="mailto:estone@energy.state.ca.us">estone@energy.state.ca.us</a>            | <b>Contractor Contract Administrator:</b><br><br>(Name)<br>(Contractor Name)<br>Address<br><br>Phone:<br>Fax:<br>e-mail |
| Deliver confidential deliverables to this location only.  |   |
| <b>Invoices, Progress Reports and Non-Confidential Deliverables to:</b><br><br>Accounting Office, MS-2<br>California Energy Commission<br>1516 Ninth Street<br>Sacramento, CA 95814<br>Phone: 916-654-4401  |   |
| <b>Legal Notices:</b><br><br>Cheryl Raedel, MS-18<br>Manager, Contracts Office<br>California Energy Commission<br>1516 Ninth Street<br>Sacramento, CA 95814<br>Phone: 916-654-4392<br>Fax: 916-654-4423<br>e-mail: <a href="mailto:craedel@energy.state.ca.us">craedel@energy.state.ca.us</a> | (contractor legal person)   |
|   | <b>Contractor's Key Personnel:</b><br><br>(Individual's Names listed)   |
|   | <b>Key Subcontractors:</b><br><br>(Company Names listed. Include names of individuals if they are key.)                 |